

Bark River '71
6/30/71

1970-71

Bark River-Harris Board of Education

BARK RIVER - HARRIS PUBLIC SCHOOL
WORKING CONTRACT
between the
Bark River-Harris Education Association
and the
Bark River-Harris Board of Education
1970-71

7/1/70-6/30/71

MEA
1216 KENDALE
E. LANSING, MI
48823

TABLE OF CONTENTS

	Page
Recognition and Definition	2
Management Rights	3
Teacher Rights	3 - 6
Deduction for Professional Dues	6
Teaching Hours and Class Load	9
Transfers	9 - 10
Teaching Conditions	10 - 11
Medical Qualifications	11
School Year	11 - 12
Negotiations Procedure	12
Leaves of Absence	12 - 17
Annuitias	17
Miscellaneous Provision	17
Academic Freedom	17
Teacher Evaluation	18 - 19
Cost of Living	19
Professional Improvement	19 - 20
Protection of Teachers	21 - 23
Terminal Leave	23
Insurance Protection	24
Reduction of Personnel and Annexations	24
Salary Schedule	24
Professional Grievance Procedure	28 - 30
Professional Grievance Report	30 - 32
Miscellaneous Articles	32
Reopener Clause	32
Duration of Agreement	32 - 33
Calendar	34

BARK RIVER-HARRIS EDUCATION ASSOCIATION
SCHOOL BOARD CONTRACT AGREEMENT

1. This Agreement entered into this 1st day of July, 1970 by and between
2. the Board of Education of the District of Bark River-Harris, Michigan
3. hereinafter called the "Board" and the Bark River-Harris Education
4. Association, hereinafter called the "Association."

WITNESSETH

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

Article I

Recognition and Definition

1. A. The Board recognizes the Association as the sole and exclusive
2. bargaining representative for all elementary and secondary classroom
3. teachers & coaches who are certified and regularly employed and paid by
4. the Board; it specifically being the intent of the parties hereto that
5. membership in the Association shall not be a condition of employment
6. nor used as a point of discrimination in the rights, benefits, or
7. obligations under this contract.
8. B. The term CERTIFICATION as used herein shall mean a teacher
9. who is presently holding a valid certificate issued by the State Board
10. of Education under the requirements of Act 202 of Public Acts 1903,
11. as amended.
12. C. The term REGULARLY EMPLOYED CLASSROOM TEACHER as used herein
13. shall include all those teachers employed full time throughout the
14. school year; and specifically excluding from the bargaining unit the
15. supervisory staff consisting of the Superintendent, High School and
16. Elementary Principals who are predominantly employed in a supervisory
17. capacity.
18. D. The term TEACHER shall refer to all teaching employees re-
19. presented by the Association as herein defined and masculine gender
20. shall include feminine.
21. E. Nothing contained herein shall be construed to deny or re-
22. strict to any teacher rights he may have under the Michigan General
23. School Laws. The rights granted to teachers in this master contract
24. shall be deemed to be in addition to legally provided elsewhere.

Article II

Management Rights

1. The Employer, on its own behalf and on behalf of the electors of
2. the school district, hereby retains and reserves unto itself all powers,
3. authority, duties and responsibilities conferred upon and vested in it
4. by the laws and the Constitution of the State of Michigan, and of the
5. United States, including, but without limiting the generality of the
6. foregoing, the right:
 7. A. To the executive management and administrative control of the
 8. school system and its properties and facilities,
 9. B. To hire all employees subject to the provisions of the Michigan
 10. School Code and Tenure Laws,
 11. C. The written policies of the Master Contract which apply to
 12. wages, hours or working conditions shall remain in effect, except the
 13. Board reserves the right to promulgate new policies, retain or modify
 14. existing policies from time to time as the need arises, but not in
 15. conflict with provisions of this Contract.

Article III

Teacher Rights

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

1. of Michigan or the Constitutions of Michigan and the United States;
2. that it will not discriminate against any teacher with respect to
3. hours, wages or any terms or conditions of employment by reason of
4. his membership in the Association or collective professional negoti-
5. ations with the Board, or his institution of any grievance or com-
6. plaint pursuant to this Agreement.

7. B. The Board specifically recognizes the right of its teacher
8. employees appropriately to invoke the assistance of the State Labor
9. Arbitration Board and the Board will not discriminate against a
10. teacher who files a grievance on an issue that is not covered in this
11. contract.

12. C. The Association and its members shall have the right to use
13. school building facilities at all reasonable hours for meetings pro-
14. vided no class disruptions shall occur. No teacher shall be prevented
15. from wearing normal insignia, pins or other identification of member-
16. ship in the Association either on or off school premises. A private
17. bulletin board will be made available to the Association and its mem-
18. bers in each school.

19. D. The teachers shall have the right to use school equipment,
20. including typewriters, mimeographing machines, other duplicating
21. equipment, calculating machines, and all type of audio-visual equip-
22. ment at reasonable times, when such equipment is not otherwise in use.
23. The Association shall pay for the reasonable cost of all non-teacher
24. materials and supplies incident to such use in connection with
25. Association business.

26. E. Business agents of the MEA shall be permitted to visit any
27. teacher on, in or about school owned property provided no disruptions
28. of classes shall occur. The MEA Business Agent must first notify the

1. Superintendent that he is on the premises, during the school hours.
2. When possible, such visits shall take place before or after the school
3. day.

4. F. The Board agrees to furnish to the Association in response
5. to reasonable requests from time to time all readily available in-
6. formation concerning the financial resources of the district, includ-
7. ing but not limited to: annual financial reports and audits, register
8. of certificated personnel, tentative budgetary requirements, agendas
9. and minutes of all Board meetings, treasurer's reports, census and
10. membership data, names and addresses of all teachers and such other
11. information as will assist the Association in developing intelligent,
12. accurate, informed and constructive programs on behalf of the teachers
13. and their students, together with readily available information which
14. may be necessary for the Association to process any grievance or com-
15. plaint. Copies of the monthly agenda and financial report shall be
16. furnished to the President of the Association the day after the month-
17. ly Board meeting.

18. G. The Board shall consult with the Association in a manner
19. similar to present policy on any new or modified fiscal, budgetary
20. or tax programs, construction programs, or major revisions of ed-
21. ucational policy, which are proposed or under consideration and the
22. Association shall be given the opportunity to discuss with the Board
23. such matters prior to their adoption and/or general publication.

24. H. Teachers shall be entitled to full rights of citizenship and
25. no religious or political activities of any teacher or the lack there-
26. of shall be ground for any discipline or discrimination with respect
27. to the professional employment of such teacher. Consistent with the
28. Code of Ethics of the Education Profession, and the moral standards

1. of the community, the private and personal life of the teacher is
2. not within the appropriate concern or attention of the Board.

3. I. The provisions of this Agreement and the wages, hours, terms
4. and conditions of employment shall be applied in a manner which is
5. not discriminatory and without regard to race, creed, religion, color,
6. national origin, age, sex, marital status.

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

10. K. The Board shall place on the agenda of each regular board
11. meeting as an item for consideration under "new business" any matters
12. brought to its consideration by the association so long as those
13. matters are made known to the superintendent's office forty-eight
14. hours prior to said regular meeting.

Article IV

Deductions for Professional Dues

15. A. Within thirty days of the beginning of their employment here-
16. under, before deductions can be made, teachers must voluntarily sign
17. and deliver to the Superintendent's office an assignment authorizing
18. deduction of membership dues of the Association as indicated by said
19. teacher. Such sum shall be deducted as dues from the regular salaries
20. of these teachers and remitted not less frequently than monthly to
21. the respective Association.

22. B. MEA medical insurance will be deducted from the teacher's
23. payroll upon written approval of the teacher.

Article V

Teaching Hours and Class Load

1. A. The normal work day of teachers, as defined to be included
2. under this contract shall be from 8:30 to 4:00 p.m. Elementary and
3. Junior high teachers shall be in their respective classrooms by 8:45
4. a.m. The hours stated above may be decreased by the approval of the
5. Administration, except that on days preceding holidays or vacations,
6. the teacher's day shall end at the close of the pupil's day when
7. supervision can be arranged until all children leave the building.

8. B. The normal weekly teaching load in the junior and senior high
9. school will be twenty-five (25) teaching periods and five (5) un-
10. assigned preparation periods or not to exceed five (5) hours Senior
11. high; six (6) hours Junior high of pupil contact perday. In event
12. of having a seven period day, this section of Article V will be
13. negotiated. Assignment to a supervised study period shall be con-
14. sidered a teaching period for purposes of this Article. The normal
15. weekly teaching load in the elementary school will be thirty (30)
16. teaching periods or not to exceed six (6) hours of pupil contact per
17. day. Additional preparation time for junior high school teachers
18. is planned for but only as gymnasium scheduling permits. (every other
19. day during gym).

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

24. D. Teachers who will be affected by a change in grade assignments
25. in the elementary school grades and by change in subject assignment
26. in the secondary school grades will be notified and consulted by their
27. principals immediately upon such action becoming apparent. Such changes
28. will be voluntary whenever possible. Every effort will be made to

1. avoid reassigning probationary elementary school teachers to different
2. grade levels unless the teacher requests such change.
3. E. Each teacher shall have a minimum of a 30-minute duty free
4. lunch period each day.
5. F. Elementary teachers, whenever possible, will be provided two
6. fifteen minute relief periods each day. In addition, elementary
7. teachers may use for preparation all time during which their classes
8. are receiving instruction from various teaching specialists.
9. G. Teachers shall, when possible, divide lunch, playground and
10. bus supervision duties equitably.
11. H. A teaching assignment shall not include the daily requirement
12. of driving a school bus.
13. I. Any vacancies, deemed promotional in position, shall be made
14. known to the staff of the district a period of five (5) days, before
15. advertised. Preparation, experience, and ability being equal, exist-
16. ing staff members will receive preference.
17. J. Teachers of music, art and the laboratory sciences, librarians,
18. speech therapists, reading consultants, visiting teachers, counselors
19. and special education teachers shall be provided with release and
20. preparation time to the same extent as other teachers in the district.
21. K. The Academic School Calendar shall not exceed 181 session days
22. per year, with the schools being closed on all holidays legally author-
23. ized by the Michigan School Code.
24. L. The Superintendent may dismiss the schools when in his sole
25. discretion, weather, health or building conditions warrant such action.
26. Teachers will also be dismissed under such conditions, without loss of
27. pay.

1. M. Students will be dismissed at noon on the last day of the
2. first semester. The remainder of the day will be used by teachers
3. to complete records and report cards.

4. N. A teacher engaged during the school day negotiating in be-
5. half of the Association with any representative of the Board or
6. participating in any professional grievance negotiation, including
7. arbitration at request of the Board, shall be released from regular
8. duties without loss of salary.

9. O. To promote the general education of students through parent
10. interest and association, it is a condition of employment that all
11. teachers make a "just" attempt to attend all P.T.A. meetings without
12. additional compensation.

13. P. If a teacher shall teach more than the normal teaching load
14. as set forth in this Article, he shall receive additional compensation
15. at his hourly rate for each teaching period in excess of three periods
16. per year. Payable at the end of the school year.

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

Article VI

Transfers

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

1. supervisory or executive status.
2. B. When teachers are to be transferred for reasons of decreased
3. enrollment or elimination of position, consideration shall be given
4. to the length of time and to the quality of service which these em-
5. ployees have rendered in the system.

Article VII

Teaching Conditions

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

- | | |
|-----------------------|------------|
| 1. Homemaking | 25 pupils |
| 2. Vocational Shop | 25 pupils |
| 3. Driver Education | 18 pupils |
| 4. Music | 100 pupils |
| 5. Art | 25 pupils |
| 6. Physical Education | 40 pupils |
7. No more than ten (10) students should be assigned to any teacher
8. who has home economics in the home economics room at the high school.

Article VIII

Medical Qualifications

9. A. A teacher returning to work after four (4) or more consecutive
10. days of illness shall produce a statement from a registered physician,
11. verifying the necessity of such an absence.
12. B. An teacher who has been absent for a nervous or mental con-
13. dition shall present evidence of capability of performing his duties
14. as prescribed in his individual contract signed by a registered phy-
15. sician.
16. C. Any teacher who has a nervous or mental disorder, evident
17. in the classroom, shall consult a physician and be suspended or re-
18. tained upon said physician's advice.
19. D. Before a teacher can take time off for an operation, or other
20. disorder, the teacher must provide a written statement from a regis-
21. tered physician stating the teacher must have time off now and the
22. teacher cannot wait until school is out, unless it is an emergency.

Article IX

School Year

23. A. The school year will be divided into six (6) marking periods.

1. If the school year is longer than thirty-six (36) weeks, the extra
2. weeks will be considered part of the first and last marking period.
3. B. The report card used will enable the teacher to indicate the
4. student's academic grade, effort or citizenship, and final exam grade.
5. C. Teachers are to report one day after the last regular school
6. day for the purpose of marking student folders and report cards and
7. conducting end of year duties. The final report card shall be mailed
8. to the students.

Article X

9. A. Not less than ninety (90) days prior to the expiration of
10. this Agreement, the parties will begin negotiations for a new Agree-
11. ment, covering wages, hours, terms, and conditions of employment by
12. the board.
13. B. If the parties fail to reach an agreement in any such negoti-
14. ations, either party may invoke the arbitration machinery of Act 379
15. of the State Arbitration Board.
16. C. It is recognized that no final agreement between the parties
17. may be executed without ratification by a majority of the membership
18. of the Association and Board, but the parties mutually pledge that
19. representatives selected by each shall be clothed with all necessary
20. power and authority to make proposals, consider proposals, and make
21. concessions in the course of negotiations or bargaining subject
22. only to such ultimate ratifications.

Article XI

23. A. Maternity Leave of Absence
24. 1. Maternity leave may be granted by the Board, without pay,
25. to any regularly employed teacher.
26. 2. Such leave must be requested, in writing, not more

1. than three (3) months after conception.
2. 3. A physician's verification of pregnancy must be presented
3. with the above application.
4. 4. The Board may not employ a teacher after the sixth
5. month of pregnancy, unless it is the last month of school.
6. 5. Such leave of absence can be for a period of up to one
7. (1) year, if necessary, and may be renewed at the discretion
8. of the Board.
9. 6. The above provisions shall apply to teachers who have
10. been employed in the system a minimum of six school months.
11. 7. Accumulative sick leave is not to be used as Maternity
12. Leave. However, if complications arise within fourteen days after
13. the birth, sick leave pay will commence on the fifteenth day
14. after the teacher was scheduled to report to work if the
15. teacher is unable to report to work.

16. B. Military Leave

17. The Board shall grant a military leave of absence in accordance
18. with Act 145 of 1943 as amended.

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

20. A teacher may apply for a one year leave of absence, with-
21. out compensation, for personal reasons and the Board will grant
22. said leave, provided it does not in any way injure the program
23. of the school, nor exceeds one teacher in the district at one
24. time.

25. D. Personal Business Leave for a Period of Less than one (1)
26. Year

27. 1. Emergency Leave

28. Emergency leave shall be granted for the following reasons:

1. illness or death in the immediate family. (Immediate family shall
2. be interpreted as follows: husband, wife, child, sister, brother,
3. parent, grandparents, grandchildren, mother-in-law, father-in-law,
4. sister-in-law, and brother-in-law of the employee.)

5. Emergency leave of seven (7) days maximum, with pay, per
6. year, non-cumulative, shall be granted. Said emergency leave
7. days shall be deducted from the teacher's accumulated sick leave.

8. 2. At the beginning of every school year, each teacher shall
9. be credited with two (2) days for personal business. One day will
10. be allowed with full pay, and one day deducted from teachers
11. accumulated sick leave, provided it does not in any way injure
12. the program of the school. A personal business day may be used
13. for any purpose, at the discretion of the teacher. A teacher
14. planning to use a personal leave day or days shall notify his
15. principal at least one day in advance, except in cases of
16. emergency.

17. E. Association Business Leave

18. A total of two non-consecutive days will be provided to
19. the Association for Association Business. Two additional non-
20. consecutive days will be granted if Association members agree
21. to provide substitutes for the absent teacher.

22. F. Illness or Disability

23. 1. At the beginning of each school year each teacher shall
24. be credited with a twelve (12) day sick leave allowance to be
25. used for absences caused by illness or physical disability of
26. the teacher. The unused portion of such allowance shall
27. accumulate to one hundred twenty (120) days.

28. 2. A beginning teacher shall be permitted six (6) days

1. during the first semester, effective the first day of the Contract,
2. and six (6) days during the second semester, effective the first
3. day of the semester.

4. 3. At the beginning of each school year each teacher shall
5. contribute one day of the foregoing sick leave allowance to a
6. common bank to be administered by the Association and administration.
7. Teachers who have exhausted their accumulated personal sick leave
8. allowance may withdraw up to one-half of the available balance
9. as determined by the Association and administration, from the
10. common bank, provided that there are sufficient days available in
11. the bank. Sick leave bank shall accumulate to not exceed ninety
12. (90) days.

13. 4. Any teacher whose personal illness extends beyond the
14. period compensated as described above, shall be granted a leave
15. of absence without pay for a period not to exceed one year,
16. renewable at the discretion of the Board. Upon direct return
17. from leave, said teacher shall be assigned to the same position,
18. if available, or a substantially equivalent position.

19. 5. Any employee who is injured shall receive such compen-
20. sation and expenses as are prescribed by the Workmen's Compensation
21. Law of the State. Such compensation shall be supplemented with
22. an amount sufficient to maintain his regular salary for a period
23. not to exceed his sick leave reserve. Such reserve shall be
24. charged only for that portion in excess of the compensation pay-
25. ment.

26. 6. A teacher absent from work because of mumps, scarlet
27. fever, measles or chicken pox shall incur diminution of sick
28. leave for only one half ($\frac{1}{2}$) the time absent.

1. G. Sabbatical Leave

2. The Board, upon the recommendation of the Superintendent of
3. Schools, may grant a sabbatical leave to qualified teacher per-
4. sonnel for the purpose of study, travel, and for such other pur-
5. pose as may be approved by the Board.

6. 1. Upon the recommendation of the Superintendent of Schools,
7. the Board may grant a sabbatical leave of up to two (2) semesters
8. to a teacher who has been employed at least seven (7) consecutive
9. years in the system. Other sabbatical leaves shall be considered
10. as exceptional cases by the Board.

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

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

23. a. the estimated value of the plan to the individual
24. and the school system,

25. b. the amount of seniority,

26. c. the length of time since the last sabbatical leave.

27. 4. The employee upon return from sabbatical leave shall
28. be restored to his former position or to one of comparable status.
29. He shall make such reports of his activities as may be required

1. by the superintendent.
2. H. Court Leave
3. Teachers who are required by law to serve on a jury or sub-
4. poenaed to appear in court shall receive the difference between the
5. teacher's daily wage and any court payment for each day he is
6. engaged in such activity.

Article XII

Annuities

7. The Bark River-Harris Board will make payroll deductions upon
8. written authorization from teachers for MEA annuities. SAid de-
9. ductions will be sent by the Board to the proper MEA department each
10. month.

Article XIII

Miscellaneous Provisions

11. A. No polygraph or lie detector device shall be used in any
12. investigation of any teacher.
13. B. All individual teacher contracts shall be made expressly
14. subject to the terms of this Agreement which covers the same school
15. year as the individual teacher contract. The provisions of the Agree-
16. ment shall be incorporated into and be considered part of the es-
17. tablaished policies of the Board.
18. C. Copies of this Agreement shall be printed at the expense of
19. the Board and presented to all teachers now employed or hereafter
20. employed by the Board.

Article XIV

Academic Freedom

21. A. The parties seek to educate young people in the democratic
22. tradition, to foster a recognition of individual freedom and social

1. responsibility, to inspire meaningful awareness of and respect for
2. the Constitution and the Bill of Rights, and to instill appreciation
3. of the values of individual personality. It is recognized that these
4. democratic values can best be transmitted in an atmosphere which is
5. free from censorship and artificial restraints upon free inquiry and
6. learning, and in which academic freedom for teacher and student is
7. encouraged.

8. B. Academic freedom shall be guaranteed to teachers, and no
9. special limitations shall be placed upon study, investigation, pre-
10. senting and interpreting facts and ideas concerning man, human
11. society, the physical and biological world and other branches of
12. learning subject only to accepted standards of professional ed-
13. ucational responsibility.

14. C. Freedom of individual conscience, association and expression
15. will be encouraged and fairness in procedures will be observed both
16. to safeguard the legitimate interests of the schools and to exhibit
17. by appropriate examples the basic objectives of a democratic society.

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

Article XV

Teacher Evaluation

21. A. When deemed necessary, the work performance of all teachers
22. shall be evaluated in writing. All teachers shall be evaluated
23. according to the tenure law.

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

1. C. Each teacher shall have the right, upon request, to review
2. in the main office the contents of his own personal file as pertains
3. to his work in the school district. A representative of the Associ-
4. ation may be requested to accompany the teacher in such review.

5. D. A teacher shall at all times be entitled to have present a
6. representative of the Association when he is being reprimanded,
7. warned, or disciplined for any infraction of discipline or delin-
8. quancy in professional performance. When a request for such repre-
9. sentation is made, no action shall be taken with respect to the teacher
10. until such representative of the Association is present.

11. E. No teacher shall be disciplined, reprimanded, reduced in
12. rank or compensation or deprived of any professional advantage with-
13. out just cause.

Article XVI

Cost of Living

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

Article XVII

Professional Improvement

16. A. The parties support the principle of continuing educating
17. of teachers, participation by teachers in professional organizations
18. in the areas of their specialization, leaves for work on advanced
19. degrees or special studies and participation in community educational
20. projects.

21. B. The Board agrees to provide with the Superintendent's approval
22. the necessary funds for teachers who desire to attend select pro-
23. fessional conferences and Michigan Department of Education Curriculum

1. Committee meetings. Travel, meals, lodging and registration fees
2. shall be deemed appropriate expenses of the Board, as well as the
3. cost of the substitute teacher needed to relieve the participant.
4. A teacher attending such conferences and meetings shall be granted
5. sufficient leave time to attend without loss of compensation.
6. Teachers will, upon request, submit a written report regarding such
7. conference.

8. C. At the request of the Association, and with the board's
9. approval, or on the Board's initiative, arrangements shall be made
10. for after-school courses, workshops, conferences and programs de-
11. signed to improve the quality of instruction. Every effort will be
12. made to obtain people of the highest qualification to participate
13. in the presentation of such programs. All teachers desiring to
14. attend shall be allowed to do so.

15. D. The Board agrees to pay a sum up to \$5.00 per year per
16. teacher for dues for membership in one of the following recog-
17. nized professional educational organizations of teachers in a
18. participating curriculum subject area or grade level in whose
19. activities a teacher may participate:

20. 1. Michigan Art Education Association
21. 2. Michigan Audio-Visual Association
22. 3. Michigan Association for Childhood Education
23. 4. Michigan Counselors Association
24. 5. Michigan Driver Education Association
25. 6. Michigan Council for Exceptional Children
26. 7. Michigan High School Coaches Association
27. 8. Michigan Home Economics Section of the American
28. Vocational Association
29. 9. Michigan Music Educators Association
30. 10. Michigan Association of Health, Physical Education
31. and Recreation
32. 11. Michigan Association of Public School Adult Educators
33. 12. Michigan Association of School Librarians

Article XIX

Protection of Teachers

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

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

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

18. 1. Inform the teacher of his rights under the law in con-
19. nection with assault, and

20. 2. Assist the teacher by rendering legal service in pro-
21. tecting the teacher's rights.

22. C. A teacher may exclude a pupil from one class when the gross-
23. ness of the offense, the persistence of the misbehavior or the dis-
24. ruptive effect of the violation makes the continued presence of the
25. student in the classroom intolerable. In such cases, the teacher will
26. furnish the principal, as promptly as his teaching obligations will
27. allow, full particulars of the incident.

1. Clause TT

2. A student expelled from class for an indefinite period of time
3. will, accompanied by a parent or guardian, meet with the Board to
4. review the situation before readmittance to class.

5. D. Suspension of students from school may be imposed only by
6. the Board or designated representative. School authorities will en-
7. deavor to achieve correction of student misbehavior through counsel-
8. ing and interviews with the child and his parents when warranted.
9. When a teacher has one or more pupil in class who constitute
10. serious behavioral problems as determined by the Superintendent,
11. principal, and teacher, appropriate recognition shall be given by
12. way of reduced class size, greater or more frequent relief periods,
13. or additional compensation as agreed between the Board and the
14. Association,

15. E. If any teacher is complained against or sued as a result
16. of any action taken by the teacher while in pursuit of his employ-
17. ment, the Board will provide legal counsel and render all necessary
18. assistance to the teacher in his defense, unless the teacher is
19. proven negligent.

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

21. 1. The Board will reimburse the teacher for loss of per-
22. sonal property, which has been destroyed by the student if not re-
23. imbursed by the student, within the school year.

24. 2. The Board will reimburse the teacher for the loss of
25. personal property in case of disaster.

27. G. No action will be taken on a complaint against a teacher
28. until the following steps have been taken.

29. 1. Said teacher and the Association have been notified in
30. writing of the complaint.

1. 2. The administration will meet to discuss and try to
2. settle the complaint.
3. 3. If no decision is reached at Step 2, the teacher, with
4. Association representation, shall meet with Board Representation,
5. and the complainer/s to settle the complaint.
6. 4. In case a decision cannot be reached at Step 3, the
7. teacher, with Association Representation, shall appear before
8. the entire Board. The decision of the Association and Board
9. will be the final decision.
10. 5. No record of complaint/s will be placed in the teacher's
11. personal file unless he is found guilty of said charge. If said
12. teacher is found innocent in a court of competent jurisdiction,
13. records of complaint will be removed from teacher's file.
14. H. Time lost by a teacher in connection with any incident
15. mentioned in this Article shall not be charged against the teacher,
16. unless he is proven negligent. Such incident will not in any way
17. affect the regular compensation of the teacher. No reduction of
18. accrued sick leave will be made under this Article.

19. Article XX

20. Terminal Leave

21. In recognition of services to the school district, a sum of
22. 50% of unused personal sick leave at per day rate of retiring teacher
23. will be paid upon retirement provided the teacher shall have been em-
24. ployed in the school district for at least fifteen (15) consecutive
25. years provided the teacher does not accept full time employment in
26. another school district the following school year.

Article XXI

1. Reduction in Personnel and Annexations and Consolidations of
2. Districts

3. A. To the full extent permitted by law, this Agreement shall
4. be binding upon the Board and its successor personnel and upon any
5. school district into which or with which this district shall be
6. merged or combined.

7. B. In the event this district shall be combined with one or
8. more districts, the Board will use its best efforts to assure the
9. continued recognition of the Association and the continued employ-
10. ment of its members in such re-organized district.

11. C. Should substantial and unforeseen changes in student
12. population or other conditions make necessary a general reduction in
13. the number of teachers employed by the Board, the Board will retain,
14. as nearly as possible, those teachers with permanent teaching cer-
15. tificates having the longest service in the district. The Board will
16. further use their best efforts to assist all teachers terminated for
17. lack of duty to secure employment in adjacent school districts upon
18. terms and conditions as nearly comparable as possible. Nothing herein
19. shall relieve the Board from fulfilling their terms of an contract with
20. a teacher.

21. D. In the event of consolidation or annexation of the Bark
22. River-Harris School District, the Board will make a necessary condition
23. of consolidation or annexation, the placing of a tenure teacher on
24. tenure in the new district.

Article XXII

Salary Schedule

1. Step	Index	B.A.	M.A.
2. 0	1.00	\$ 7500	\$ 8100
3. 1	1.05	7875	8505
4. 2	1.10	8250	8910
5. 3	1.15	8625	9315
6. 4	1.20	9000	9720
7. 5	1.25	9375	10125
8. 6	1.30	9750	10530
9. 7	1.35	10125	10935
10. 8	1.40	10500	11340
11. 9	1.45	10875	11745
12. 10	1.50	11250	12150
13. 11	1.55	11625	12555
14. 12	1.60	12000	12960

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

19. 60-89 hours	\$1000 below base	90-100 hours	\$800 below base
20. 101-110 hours	700 below base	1111-120 hours	600 below base
21. 121-130 hours	500 below base		

22. Professional Growth: A teacher who has earned more than fifteen semester
 23. hours of graduate credit, after receiving B.S. or B.A. degree, shall
 24. have his salary adjusted at the rate of \$25 per semester hour above
 25. fifteen hours, to a total of thirty-one semester hours, or a total
 26. of \$400.

27. B. Insurance

28. 1. Board shall pay \$30 per month toward one of the following: MEA Super
 29. Med Health Insurance or MEA Tax Deferred Annuities. Single teacher limited
 30. to maximum hospitalization.

31. 2. The Board shall provide each teacher with \$20,000 to term life
 32. insurance.

33. 3. The Board shall provide the teacher with long term disability
 34. insurance. This insurance shall begin after the disability is in-
 35. curred, and shall pay 60% of the teacher's salary.

1. C. Years of Experience Determination
2. 1. Degree Teaching Experience
3. a. A teacher will receive full credit for up to nine
4. (9) years of degreed teaching experience outside of the
5. Bark River-Harris District.
6. b. A teacher will not be given credit for more than nine
7. (9) total years for total experience; including military ser-
8. vice.
9. 2. Non-degree Teaching Experience
10. a. A teacher may receive credit for up to, but not more
11. than, five (5) years of teaching experience done without a
12. degree, whether done in or out of the Bark River-Harris District.
13. b. By combining provisions of sections 1 and 2 of this
14. schedule as herein described, a teacher may not accumulate
15. more than nine (9) years of experience for credit on the
16. salary achedule.
17. c. A non-degree teacher with a Life Certificate employed
18. in the Bark River-Harris District prior to 1965-66 shall re-
19. ceive a beginning salary of 93% of the B.S. base and will
20. recieve a 4% increase of the B.S. base as a yearly incre-
21. ment with the maximum salary being 141% of the base.
22. 3. Military Experience
23. A teacher beginning at Bark River-Harris will receive
24. full credit for military experience served in any branch of
25. the U.S. Armed Forces for up to, but not exceeding three (3)
26. years.

Supplemental Salary

27. <u>Title of Position</u>	<u>Compensation</u>
------------------------------	---------------------

1.	Sr. Class Advisor	\$ 75 each
2.	Jr. Class Advisor	75 each
3.	Sophomore Class Advisor	25 each
4.	Freshman Class Advisor	25 each
5.	Yearbook Advisor	200
6.	Athletic Director	100
7.	Football Coach	325
8.	Football Assistant	200 - ?
9.	Basketball (varsity)	525
10.	Basketball (J.V.)	225
11.	Track	75
12.	Basketball (7-8th)	225
13.	Track (7-8th)	75

14. A traveling expense allowance of 10¢ per mile will be paid to
 15. any teacher who must use his own car for school connected travel,
 16. (except travel to and from his regular classroom assignment)

17. A. The parties recognize that children having special physical,
 18. mental and emotional problems may require specialized classroom ex-
 19. perience and their presence in regular classrooms may interfere with
 20. the normal instructional program and place extraordinary and unfair
 21. demands upon the teacher. The Board shall take advantage of any
 22. facilities provided for by the Intermediate Board.

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

25. C. The Board recognizes that appropriate texts, library reference
 26. facilities, maps and globes, laboratory equipment, audio-visual equip-
 27. ment, art supplies, athletic equipment, current periodicals, standard

1. tests and questionnaires, and similar materials are the tools of the
2. teaching profession. The parties will confer from time to time for
3. the purpose of improving the selection and use of such educational
4. tools and the Board undertakes promptly to implement all joint de-
5. cisions thereon made by its representatives and the Association. The
6. Board agrees to keep schools reasonably and properly equipped and
7. maintained.
8. D. Existing telephone facilities shall be made available to teachers
9. for their reasonable use. No long distance calls may be charged to the
10. school district without permission of the building principal and /or super-
11. intendent.
12. E. Adequate parking facilities shall be made available to teachers
13. for their exclusive use. Teachers shall in no way drive or park so as
14. to interfere with the safe and efficient operation of school-owned
15. vehicles.
16. F. The Board and the Association shall comply with the U.S. and
17. State Civil Rights Laws in regards to hiring and treating teacher
18. employees.
19. G. The teachers may be required to perform extra services out-
20. side of the above stated school day, at the hourly rate of the
21. teacher, arrived at by dividing the annual salary by 1350 hours.
22. H. The Board shall make payment of insurance premiums for each
23. employee to provide insurance coverage for the full twelve month period
24. commencing September 1st and ending August 30th. When necessary,
25. premiums in behalf of the teacher shall be made retroactively or pro-
26. spectively to assure uninterrupted participation and coverage. This
27. pertains only to new teachers coming from out of the State of Michigan.

Article XXIII

Professional Grievance Procedure

1. A. A claim by a teacher or the Association that there has been a
2. violation, misinterpretation or misapplication of any provision of this
3. Agreement or any rule, order or regulation of the Board may be processed
4. as a grievance as hereinafter provided.

5. B. In the event that a teacher believes there is a basis for a
6. grievance, he shall first discuss the alleged grievance with his build-
7. ing principal either personally or accompanied by his Association re-
8. presentative.

9. C. If, as a result of the informal discussion with the building
10. principal, a grievance still exists, he may invoke the formal grievance
11. procedure on the form set forth in Article Xiv, signed by the grievant
12. and a representative of the association, which form shall be available
13. from the Association representative in each building. A copy of the
14. grievance form shall be delivered to the principal. If the grievance
15. involves more than one school building, it may be filed with the super-
16. intendent or a representative designated by him.

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

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

1. of the grievance in writing within three school days of such meeting,
2. and shall furnish a copy thereof to the Association.

3. F. If the Association is not satisfied with the disposition of
4. the grievance by the superintendent or his designee, or if no disposition
5. has been made within three school day of such meeting (or six school days
6. from the date of filing, whichever shall belater), the grievance shall
7. be transmitted to the Board by filing a written copy thereof with the
8. Secretary or other designee of the Board. The Board, not later than
9. its next regular meeting or two calendar weeks, may hold a hearing on
10. the grievance, review such grievance in executive session, or give
11. such other consideration as it shall deem appropriate. Disposition of
12. the grievance in writing by the Board shall be made no later than seven
13. days thereafter. A copy of such disposition shall be furnished to the
14. Association.

15. G. If the Association is not satisfied with the disposition of the
16. grievance by the Board, or if no disposition has been made within the
17. period above provided, the grievance may be submitted to Binding
18. Arbitration before an impartial Arbitrator. The Board and the Association
19. shall not be permitted to assert in such Arbitration proceeding any
20. ground or to rely on any evidence not previously disclosed to the other
21. party. The Arbitrator shall have no power to alter, add to or subtract
22. from the terms of this Agreement. Both parties agree to be bound by
23. the award of the Arbitrator and agree that judgement thereon may be
24. entered in any court of competent jurisdiction.

25. H. The time limits provided in this Article shall be strictly ob-
26. served but may be extended by written agreement of the parties. In the
27. event a grievance is filed after May 15th of any year and strict adherence
28. to the time limits may result in hardship to any party, the Board shall

1. use its best efforts to process such grievance prior to the end of the
2. school term or as soon there after as possible.
3. I. If an individual teacher has a personal complaint which he de-
4. sires to discuss with a principal, he is free to do so without recourse
5. to the grievance procedure. However, no grievance shall be adjusted
6. without prior notification to the Association and opportunity for an
7. Association representative to be present, not shall any adjustment of
8. a grievance be inconsistent with the terms of this Agreement. In the
9. administration of the grievance procedure, the interests of the teachers
10. shall be the sole responsibility of the Association.

11. J. Miscellaneous

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

17. 2. All documents, communications and records during the
18. time of and dealing with the processing of a grievance shall be
19. filed separately from the personal files of the participants. Upon
20. completion of any grievance procedure, all records not placed in the
21. teacher's permanent file will be destroyed.

Article XXIV

Professional Grievance Report

1. Bark River-Harris Schools District: Grievance Number: _____
2. School: _____ Date of Violation: _____
3. Date of Grievance: _____
4. Subject ot provisions of the professional negotiations agreement agree-

1. ment between the Board and the Association, I hereby authorize the
2. representative or representatives of the Association recognized by
3. the Board as my collective bargaining representative to process this
4. request or claim arising there from in this or any other stage of the
5. professional grievance procedure, including arbitration, or to adjust
6. or settle the same.

7. Statement of the grievance:

8. Remedy requested:

9. Approved for processing:

10. _____
 Signature of grievant (Use reverse side for additional signature if more than one)

11. Date: _____

12. Principal's Disposition:

13. Date: _____
 Signature of Principal

14. Association's Disposition: Satisfactory _____ Unsatisfactory _____

15. Date: _____

16. Superintendent's Disposition:

17. Date: _____
 Signature of Superintendent

18. Association's Disposition: Satisfactory _____ Unsatisfactory _____

19. Board's Disposition:

20. Date: _____
 Signature of Board President

21. Association's Disposition: Satisfactory _____ Unsatisfactory _____

22. Date: _____

1. Arbitrator's Disposition:

2. Date: _____

Signature of Arbitrator

Article XXV

3. Assignments for the Driver Education and Summer School programs will
4. be made by the Board on the basis of preference to tenure teachers possess-
5. ing permanent teaching certificates regularly employed in the district
6. during the normal school year.

Article XXVI

7. In the event that an employee, absent because of illness or injury,
8. has exhausted sick leave accrual, the teacher's fringe benefits shall
9. continue throughout the balance of the school year.

Article XXVII

10. A mutually agreeable third party can be substituted for an
11. arbitrator. The third party will be cloaked with all powers of an
12. arbitrator. If after one week a third party cannot be agreed upon, an
13. arbitrator will be called. Cost of arbitration will be shared on a
14. 50-50 basis.

Article XXVIII

15. Reopener Clause: This Agreement shall constitute the full and
16. complete commitments between both parties and may be altered, changed,
17. added to, deleted from or modified only through the voluntary, mutual
18. consent of the parties in written and signed amendment to this Agreement.

Article XXIX

Duration of Agreement

19. This Agreement shall be effective as of July 1, 1970 and shall continue
20. in effect until the 30th of June, 1971. This Agreement shall not be

1. extended orally and it is expressly understood that it shall expire
2. on the date indicated.

3. Education Association

by Paul J. Blewett
Its President

Virginia Eagleson

Catherine Abbin

Board of Education

by John J. Blainey
Its President

Terry De Loughary

Rev. A. Gattier

Dated this 1st day of July, 1970

Bark River-Harris Schools
1970-71 School Calendar

- | | |
|-----------------------|---|
| 1. August 31 | Teachers--9:00 - Students--1:15 |
| 2. September 7 | Labor Day |
| 3. November 16 | Deer Hunting |
| 4. November 26 and 27 | Thanksgiving Vacation |
| 5. December 19 | Last day of school before Christmas |
| 6. January 3 | Classes resume |
| 7. January 22 | End of 1st Sem. -- morning session only |
| 8. April 9 - 13 | Easter Vacation |
| 9. May 23 | Baccalaureate |
| 10. May 27 | Commencement |
| 11. June 3 | Last day of school for students |
| 12. June 4 | Records |

Dates	Week	Attendance Days
August 31 - Sept. 4	1	4½
September 8 - 11	2	4
September 14 - 18	3	5
September 21 - 25	4	5
September 28 - Oct. 2	5	5
October 5 - 9	6	5
October 12 - 16	7	5 33½
October 19 - 23	8	5
October 26 - 30	9	5
November 2 - 6	10	5
November 9 - 13	11	5
November 17 - 20	12	4
November 23 - 25	13	3 27
November 30 - Dec. 4	14	5
December 7 - 11	15	5
December 14 - 18	16	5
January 4 - 8	17	5
January 11 - 15	18	5
January 18 - 22	19	4½ 29½
End of First Semester		90
January 25 - 29	20	5
February 1 - 5	21	5
February 8 - 12	22	5
February 15 - 19	23	5
February 22 - 26	24	5
March 1 - 5	25	5 30
March 8 - 12	26	5
March 15 - 19	27	5
March 22 - 26	28	5
March 29 - April 2	29	5
April 5 - 8	30	4
April 14 - 16	31	3
April 19 - 23	32	5 32
April 26 - 30	33	5
May 3 - 7	34	5
May 10 - 14	35	5
May 17 - 21	36	5
May 24 - 28	37	5
June 1 - 4	38	3 28

180 - student days
182 - teacher days