

6/30/72

Bark River-Harris 18
(Delta Co.)

1971-72

BARK RIVER - HARRIS PUBLIC SCHOOL
WORKING CONTRACT

between the

Bark River-Harris Education Association

and the

Bark River-Harris Board of Education

1971-72

Bark River - Harris Board of Education

7/1/71-6/30/72

MEA
1216 KENDALE
E. Lansing, MI
48823

BARK RIVER HARRIS EDUCATION ASSOCIATION
SCHOOL BOARD CONTRACT AGREEMENT

1. This Agreement entered into this 1st day of July, 1971 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-
7. Harris
8. District is their mutual aim and that the character of such education
9. is related to the quality and morals of the teaching service, and
10. WHEREAS the members of the teaching profession are qualified to
11. help in formulating policies and programs designed to improve educational
12. standards and
13. WHEREAS the Board has a statutory obligation, pursuant to Act 379
14. of the Michigan Public Acts of 1965, to bargain with the Association as
15. the representative of its teaching personnel as herein defined with re-
16. spect to hours, wages, terms and conditions of employment, and
17. WHEREAS the parties, following extended and deliberate professional
18. negotiations, have reached certain understandings which they desire to
19. memorialize,
20. In consideration of the following mutual covenants, it is hereby
21. agreed as follows:

Article 1

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
4. by the Board; it specifically being the intent of the parties hereto
5. that membership in the Association shall not be a condition of employ-
6. ment 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. driver education school year and summer school programs and specifically
15. excluding from the bargaining unit the supervisory staff consisting of
16. the Superintendent, High School and Elementary Principals who are pre-
17. dominately employed in a supervisory capacity.

18. D. The term TEACHER shall refer to all teaching employees repre-
19. sented by the Association as herein defined and masculine gender shall
20. include feminine.

21. E. Teaching assignments for Driver Education and Summer School
22. programs will be made by the Board on the basis of preference to tenure
23. teachers possessing permanent teaching certificates regularly employed
24. in the district during the normal school year.

25. F. Nothing contained herein shall be construed to deny or restrict
26. to any teacher rights he may have under the Michigan General School Laws.
27. The rights granted to teachers in this master contract

28. 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

1. In the enjoyment of any rights conferred by Act 379 or other laws
2. of Michigan or the Constitutions of Michigan and the United States;
3. that it will not discriminate against any teacher with respect to
4. hours, wages or any terms or conditions of employment by reason of
5. his membership in the Association or collective professional negoti-
6. ations with the Board, or his institution of any grievance or com-
7. plaint pursuant to this Agreement.

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

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

4. F. The Board agrees to furnish to the Association in response
5. to reasonable request 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

1. principals immediately upon such action becoming apparent. Such changes
2. will be voluntary whenever possible. Every effort will be made to
3. avoid reassigning probationary elementary school teachers to different
4. grade levels unless the teacher requests such change.

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

7. F. Elementary teachers, whenever possible, will be provided two
8. fifteen minute relief periods each day. In addition, elementary
9. teachers may use for preparation all time during which their classes
10. are receiving instruction from various teaching specialists.

11. G. Teachers shall, when possible, divide lunch, playground and
12. bus supervision duties equitably.

13. H. A teaching assignment shall not include the daily requirement
14. of driving a school bus.

15. I. Any vacancies, deemed promotional in position, shall be made
16. known ;to the staff of the district a period of five (5) days, before
17. advertised. Preparation, experience, and ability being equal, exist-
18. ing staff members will receive preference.

19. J. Teachers of music, are and the laboratory sciences, librarians,
20. speech therapists, reading consultants, visiting teachers, counselors
21. and special education teachers shall be provided with release and
22. preparation time to the same extent as other teachers in the district.

23. K. The Academic School Calendar shall not exceed 181 session days
24. per year, with the schools being closed on all holidays legally author-
25. ized by the Michigan School Code.

26. L. The Superintendent may dismiss the shcools when in his sole
27. discretion, weather, health or building conditions warrant such action.
28. Teachers will also be dismissed under such conditions, without loss of
29. 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. in-after 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. A 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. medical disorder, the teacher must provide a written statement from a
21. registered physician stating the immediate need.
22. The above is not applicable under emergency conditions.

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.

Article X

Negotiations Procedure

- 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 mediation machinery of Act 379
- 15 of the Michigan Employment Relations Commission.
- 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

Leave of Absence

- 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, at the earliest

1. possible date.
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(1)
7. 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
13. after the birth, sick leave pay will commence on the fifteenth
14. day 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 or Business Leaves

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

25. 2. Emergency Leave

26. Emergency leave shall be granted for the following reasons:
27. illness or death in the immediate family. (Immediate family shall
28. be interpreted as follows: husband, wife, child, sister, brother,
29. parent, grandparents, grandchildren, mother-in-law, father-in-law,
30. sister-in-law, and brother-in-law of the employee.)

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

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

12. D. Association Business Leave

13. A total of two non-consecutive days will be provided to the
14. Association for Association Business. Two additional non-consecutive
15. days will be granted if Association members agree to provide sub-
16. stitutes for the absent teacher.

17. E. Illness or Disability

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

23. 2. A beginning teacher shall be permitted six (6) days during
24. the first semester, effective the first day of the Contract, and
25. six (6) days during the second semester, effective the first day of
26. the s emester.

27. 3. At the beginning of each school year each teacher shall
28. contribute one day of the foregoing sick leave allowance to a

1. common bank to be administered by the Association and administration.
2. Teachers who have exhausted their accumulated personal sick leave
3. allowance may withdraw up to one-half of the available balance
4. as determined by the Association and Administration, from the
5. common bank.
6. The balance in the sick leave bank shall not exceed ninety days.
7. No contributions or deductions shall be made from a teachers sick
8. leave allowance after the bank limit has been reached.
9. 4. Any teacher whose personal illness extends beyond the
10. period compensated as described above, shall be granted a leave of
11. absence without pay for a period not to exceed one year,
12. renewable at the discretion of the Board. Upon direct return from
13. leave, said teacher shall be assigned to the same position, if
14. available, or a substantially equivalent position.
15. 5. Any employee who is injured shall receive such compensation
16. and expenses as are prescribed by the Workmen's Compensation Law of
17. the State. Such compensation shall be supplemented with an amount
18. sufficient to maintain his regular salary for a period not to exceed
19. his sick leave reserve. Such reserve shall be charged only for that
20. portion in excess of the compensation payment.
21. 6. A teacher absent from work because of mumps, scarlet fever,
22. measles or chicken pox, shall incur diminution of sick leave for
23. only one half ($\frac{1}{2}$) the time absent.
24. F. Sabbatical Leave
25. The Board, upon the recommendation of the Superintendent of
26. Schools, may grant a sabbatical leave to qualified teacher personnel
27. for the purpose of study, travel, and for such other purpose as may
28. be approved by the Board.

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

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

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

18. a. the estimated value of the plan to the individual and
19. the school system,

20. b. the amount of seniority,

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

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

26. G. Court Leave

27. Teachers who are required by law to serve on a jury or sub-
28. poened to appear in court shall receive the difference between the
29. teacher's daily wage and any court payment for each day he is engaged
30. in such activity.

Article XII

Annuities

1. The Bark River-Harris Board will make payroll deductions upon
2. written authorization from teachers for MEA or other annuities.
3. Said deductions will be sent by the Board to the proper department
4. each month.

Article XIII

Academic Freedom

5. A. The parties seek to educate young people in the democratic
6. tradition, to foster a recognition of individual freedom and social
7. responsibility, to inspire meaningful awareness of and respect for
8. the Constitution and the Bill of Rights, and to instill appreciation
9. of the values of individual personality. It is recognized that these
10. democratic values can best be transmitted in an atmosphere which is
11. free from censorship and artificial restraints upon free inquiry and
12. learning, and in which academic freedom for teacher and student is
13. encouraged.

14. B. Academic freedom shall be guaranteed to teachers, and no
15. special limitations shall be placed upon study, investigation, pre-
16. senting and interpreting facts and ideas concerning man, human
17. society, the physical and biological world and other branches of
18. learning subject only to accepted standards of professional ed-
19. ucational responsibility.

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

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

Article XIV

Teacher Evaluation

1. A. When deemed necessary, the work performance of all teachers
2. shall be evaluated in writing. All teachers shall be evaluated
3. according to the Michigan tenure law, act No. 4 of the Public Acts
4. of the extra session of 1937, as amended, through the regular
5. session of 1967.
6. B. All monitoring or observation of the work performance of a
7. teacher shall be conducted openly and with full knowledge of the
8. teacher.
9. C. Each teacher shall have the right, upon request, to review
10. in the main office the contents of his own personal file as pertains
11. to his work in the school district. A representative of the Associa-
12. tion may be requested to accompany the teacher in such review.
13. D. A teacher shall at all times be entitled to have present a
14. representative of the Association when he is being reprimanded,
15. warned, or disciplined for any infraction of discipline or delinquency
16. in professional performance. When a request for such representation
17. is made, no action shall be taken with respect to the teacher until
18. such representative of the Association is present.
19. E. No teacher shall be disciplined, reprimanded, reduced in
20. rank or compensation or deprived of any professional advantage with-
21. out just cause.

Article XVI

Cost of Living

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

Article XVII

Professional Improvement

1. A. The parties support the principle of continuing education of
2. teachers, participation by teachers in professional organizations in
3. the areas of their specialization, leaves for work on advanced degrees
4. or special studies and participation in community educational projects.

5. B. The Board agrees to provide with the Superintendent's approval
6. the necessary funds for teachers who desire to attend select profession-
7. al conferences and Michigan Department of Education Curriculum Committee
8. meetings. Travel, meals, lodging and registration fees shall be deemed
9. appropriate expences of the Board, as well as the cost of the substitute
10. teacher needed to relieve the participant. A teacher attending such
11. conferences and meetings shall be granted sufficient leave time to
12. attend without loss of compensation. Teachers will, upon request, sub-
13. mit a written report regarding such conference.

14. C. At the request of the Association, and with the Board's approval,
15. or on the Board's initiative, arrangements shall be made for after-
16. school courses, workshops, conferences and programs designed to im-
17. prove the quality of instruction. Every effort will be made to obtain
18. people of the highest qualification to participate in the presentation
19. of such programs. All teachers desiring to attend shall be allowed to
20. do so.

21. D. The Board agrees to pay a sum up to \$5.00 per year per teacher
22. for dues for membership in one of the following recognized professional
23. educational organizations of teachers in a participating curriculum
24. subject area or grade level in whose activities a teacher may participate:

25. 1. Michigan Art Education Association
26. 2. Michigan Audio-Visual Association
27. 3. Michigan Association for Childhood Education

28. 4. Michigan Counselors Association
29. 5. Michigan Driver Education Association
30. 6. Michigan Council for Exceptional Children
31. 7. Michigan High School Coaches Association
32. 8. Michigan Home Economics Section of the American Vocational Association
33. 9. Michigan Music Educators Association
34. 10. Michigan Association of Health, Physical Education and Recreation
35. 11. Michigan Association of Public School Adult Educators
36. 12. Michigan Association of School Librarians

Article XVIII

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, and/or social workers,
11. the Board will attempt reasonable steps to relieve the teacher of
12. responsibilities with respect to such pupil.

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

19. C. Principals shall report to the superintendent all cases of
20. assault suffered by teachers shall be reported to the police by the
21. principal.

1. In any reported assault case the school district's attorney shall:
2. 1. Inform the teacher of his rights under the law in connection
3. with assault, and
4. 2. Assist the teacher by rendering legal service in protecting
5. the teacher's rights.
6. D. A teacher may exclude a pupil from one class when the grossness
7. of the offense, the persistence of the misbehavior or the disruptive
8. effect of the violation makes the continued presence of the student
9. in the classroom intolerable. In such cases, the teacher will fur-
10. nish the principal, as promptly as his teaching obligations will
11. allow, full particulars of the incident.
12. A student expelled from class for an indefinite period of time will,
13. accompanied by a parent or guardian, meet with the Board to review the
14. situation before re-admittance to class.
15. E. Suspension of students from school may be imposed only by the
16. Board or designated representative. School authorities will endeavor
17. to achieve correction of student misbehavior through counseling and
18. interviews with the child and his parents when warranted.
19. When a teacher has one or more pupils in class who constitute serious
20. behavioral problems as determined by the Superintendent, principal,
21. and teacher, appropriate recognition shall be given by way of reduced
22. class size, greater or more frequent relief periods, or additional
23. compensation as agree between the Board and the Association.
24. F. If any teacher is complained against or sued as a result of any
25. action taken by the teacher while in pursuit of his employment, the
26. Board will provide legal counsel and render all necessary assistance
27. to the teacher in his defense, until the teacher is proven negligent.
28. G. If incurred while in the performance of his duties:
29. 1. The Board will reimburse the teacher for loss of personal

1. property, which has been destroyed by the student if not reimbursed
2. by the student, within the school year.
3. 2. The Board will reimburse the teacher for the loss of per-
4. sonal property in case of disaster.
5. H. No action will be taken on a complaint against a teacher until the
6. following steps have been taken.
7. 1. Said teacher and the Association have been notified in
8. writing of the complaint.
9. 2. The administration will meet to discuss and try to settle
10. the complaint.
11. 3. If no decision is reached at Step 2, the teacher, with
12. Association representation, shall meet with Board Representation,
13. and the complainer/s to settle the complaint.
14. 4. In case a decision cannot be reached at Step 3, the teacher,
15. with Association representation, shall appear before the entire
16. Board for a decision.
17. 5. No record of complaint/s will be placed in the teacher's
18. personal file unless he is found guilty of said charge. If said
19. teacher is found innocent in a court of competent jurisdiction,
20. records of complaint will be removed from teacher's file.
21. I. Time lost by a teacher in connection with any incident mentioned
22. in this Article shall not be charged against the teacher, unless he
23. is proven negligent. Such incident will not in any way affect the
24. regular compensation of the teacher. No reduction of accrued sick
25. leave will be made under this Article.

Article XIX

Terminal Leave

1. In recognition of services to the school district, a sum of 50% of the unused personal sick leave at the per diem rate of the retiring
2. teacher will be paid upon retirement provided:
 1. The teacher shall have been employed in this school district for at least fifteen (15) consecutive years.
 2. The teacher does not accept full time employment in another school district the following year.

Article XX

3. Reduction in Personnel and Annexations and Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such re-organized district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Board will further use their best efforts to assist all teachers terminated for lack of duty to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling their terms of a contract with a teacher.
- D. In the event of consolidation or annexation of the Bark River-Harris School District, the Board will make a necessary condition of

1. consolidation or annexation, the placing of a tenure teacher on ten-
2. ure in the new district.
- 3.

Article XXI

Professional Grievance Procedure

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

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

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

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

25. E. If the Association is not satisfied with the disposition of
26. the grievance, or if no disposition has been made within three school
days of such meeting (or six school days from the date of filing,

1. whichever shall be later) the grievance shall be transmitted to the
2. Superintendent. Within five school days the Superintendent or his
3. designee shall meet with the Association on the grievance and shall
4. indicate his disposition of the grievance in writing within three
5. school days of such meeting, and shall furnish a copy thereof to the
6. Association.

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

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

1. H. A mutually agreeable third party can be substituted for said
2. arbitrator. The third party will be cloaked with all powers of an
3. arbitrator. If after one week a third party cannot be agreed upon,
4. an arbitrator from the American Arbitration Association will be called.
5. Cost of arbitration will be shared on a 50-50 basis.

6. I. THE time limits provided in this Article shall be strictly
7. observed but may be extended by written agreement of the parties. In
8. the event a grievance is filed after May 15th of any year and strict
9. adherence to the time limits may result in hardship to any party, the
10. Board shall use its best efforts to process such grievance prior to
11. the end of the school term or as soon thereafter as possible.

12. J. If an individual teacher has a personal complaint which he
13. desires to discuss with a principal, he is free to do so without re-
14. course to the grievance procedure. However, no grievance shall be
15. adjusted without prior notification to the Association and opportunity
16. for an Association representative to be present, nor shall any adjust-
17. ment of a grievance be inconsistent with the terms of this agreement.
18. In the administration of the grievance procedure, the interests of the
19. teachers shall be the sole responsibility of the Association.

20. K. Miscellaneous

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

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

Article XXII

Professional Grievance Report

1. Bark River-Harris School District: Grievance Number: _____
 2. School: _____ Date of Violation: _____
 3. Date of Grievance: _____
 4. Subject to the provisions of the professional negotiations agreement
 5. between the Board and the Association, I hereby authorize the representa-
 6. tive or representatives of the Association recognized by the Board as
 7. my collective bargaining representative to process this request or
 8. claim arising there from in this or any other stage of the profess-
 9. ional grievance procedure, including arbitration, or to adjust or
 10. settle the same.

 11. Arbitrator's Disposition:
 12. Date: _____
- _____
Signature of Arbitrator

1. Statement of the grievance:
2. Remedy requested:
3. Approved for processing:
4. _____
Signature of grievant (Use reverse side for additional signature if more than one)
5. Date: _____
6. Principal's Disposition:
7. Date: _____
Signature of Principal
8. Association's Disposition: Satisfactory _____ Unsatisfactory _____
9. Date: _____
10. Superintendent's Disposition:
11. Date: _____
Signature of Superintendent
12. Association's Disposition: Satisfactory _____ Unsatisfactory _____
13. Board's Disposition:
14. Date: _____
Signature of Board President
15. Association's Disposition: Satisfactory _____ Unsatisfactory _____
16. Date: _____

Salary Schedule

A. Degree teachers 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

B. A non-degree teacher with a Life Certificate employed in the Bark River-Harris District prior to 1965-66 shall receive a beginning salary of 93% of the B.S. base and will receive a 5% increase of the B.S base as a yearly increment with the maximum salary being 153% of the base.

C. Years of Experience Determination

1. Degree Teaching Experience

- a. A teacher will receive full credit for up to nine (9) years of degreed teaching experience outside of the Bark River-Harris district.
- b. A teacher will not be given credit for more than nine (9) total years for total experience; including military service.

2. Non-degree Teaching Experience

- a. A teacher may receive credit for up to, but not more than, five (5) years of teaching experience done without a degree, whether done in or out of the Bark River-Harris District.
- b. By combining provisions of sections 1 and 2 of this schedule as herein described, a teacher may not accumulate more than nine (9)

years of experience for credit on the salary schedule.

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

D. Non-degree teachers will not be employed by the Board until all efforts have been made to hire a degree teacher. When such non-degree teachers are hired the following schedule will be used as a base salary:

1. 60-89 hours	\$1000 below base	90-100 hours	\$800 below base
2. 101-110 hours	700 below base	101-120 hours	600 below base
3. 121-130 hours	500 below base		

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

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

G. Supplementary Salary Schedule

10. Sr. Class advisor	1 %
1311. Jr. Class advisor	1 %
12. Sophomore class advisor	1/2 %
13. Freshman class advisor	1/2 %
14. Yearbook Advisor	4 %
15. Athletic Director	1 1/2 %
16. Football Coach	6 %
17. Football assistant	3 %
18. Basketball (varsity)	8 %
19. Basketball (J.V.)	4 %
20. Track	2 %
21. Basketball (7-8th)	4 %
22. Track (7-8th)	1 1/2 %
23. Cheerleading Advisor	4 %

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

Article XXIII

Insurance

- A. 1. Teacher insurance needs for complete medical coverage for them-
2. selves and their families varies considerably. The Board shall
3. pay \$30 per month toward one of the following: MEA Super Med
4. Health Insurance or MEA Tax Deferred Annuities.
5. Single teachers limited to Maximum Hospitalization.
6. There shall be, in addition, an amount equivalent to \$10.00 per
7. month toward Super Med Benefits, excluding: Hospital Supplement,
8. Loss of time, Long Term Disability, Life Insurance or MEA Annuities.
9. This amount is to be used by those teachers whose basic medical
10. cost is not covered by the \$30 per month allotted in 3 above.
11. This item is granted when it is legally possible to do so.
- B. 12. The Board shall provide each teacher with \$20,000 of term life
13. insurance, with double indemnity for accidental death and dis-
14. ability.
- C. 15. The Board shall provide Long Term disability insurance that will
16. include benefits payable after one year of disability at 60% of
17. the individual teachers annual salary. Benefits shall be payable
18. to age 65 or until termination of disability, whichever occurs
19. first.
- D. 20. The Board shall make payment of insurance premiums for each em-
21. ployee to provide insurance coverage for the full twelve month
22. period, commencing September 1st and ending August 30th.
- E. 23. When necessary insurance premiums in behalf of the teacher shall
24. be made retroactively or prospectively to assure un-interrupted
25. participation and coverage. This pertains only to new teachers
26. coming from out of the State of Michigan.

- F.
1. In the event that an employee, absent because of illness or injury,
 2. has exhausted sick leave accrual, the teacher's fringe
 3. benefits shall continue throughout the balance of the school
 4. year. Group car insurance shall be deducted from a teacher's
 5. paycheck upon request of said teacher.

Article XXIV

Miscellaneous Provisions

- A. 1. The Board shall furnish without charge a smock coat for home econom-
2. ics and industrial arts teachers.
- B. 3. The Board recognizes that appropriate texts, library reference
4. facilities, maps and globes, laboratory equipment, audio-visual
5. equipment, art supplies, athletic equipment, current periodicals,
6. standard tests and questionnaires, and similar materials are the
7. tools of the teaching profession. The parties will confer from
8. time to time for the purpose of improving the selection and use
9. of such educational tools and the Board undertakes promptly to
10. implement all joint decisions thereon made by its representatives
11. and the Association. The Board agrees to keep schools reasonable
12. and properly equipped and maintained.
- C. 13. Existing telephone facilities shall be made available to teachers
14. for their reasonable use. No long distance calls may be charged
15. to the school district without permission of the building principal
16. and/or Superintendent.
- D. 17. Adequate parking facilities shall be made available to teachers
18. for their exclusive use. Teachers shall in no way drive or park
19. so as to interfere with the safe and efficient operation of school-
20. owned vehicles.
- E. 21. The Board and the Association shall comply with the U.S. and State
22. Civil Rights Laws in regards to hiring and treating teacher employees.
23. No polygraph or lie detector device shall be used in any investigation
24. of any teacher.
25. All individual teacher contracts shall be made expressly subject to
26. terms of this Agreement which covers the same school year as the
27. individual teacher contract. The Provisions of the agreement shall
28. be incorporated into and be considered part of the established
29. policies of the Board.

- F.
1. Copies of this Agreement shall be printed at the expense of the
 2. Board and presented to all teachers now employed or hereafter
 3. employed by the Board.

Article XXV

Reopener Clause

- G.
4. This agreement shall constitute the full and complete commitments
 5. between both parties and may be altered, changed, added to, delet-
 6. ed from or modified only through the voluntary, mutual consent of
 7. the parties in written and signed amendment to this Agreement.

Article XXVII

Duration of Agreement

1. This Agreement shall be effective as of July 1, 1971 and shall
2. continue in effect until the 30th of June, 1972. This Agreement
3. shall not be extended orally and it is expressly understood that
4. it shall expire on the date indicated.

Education Association

by Paul J. Blewett
Its President

Howard

Bernard R. Maynard

Board of Education

by Hayne Hooker
Its President

Howard Erickson

Eugene Hansen

Dated this 1st day of July, 1971

Bark River-Morris Schools
School Calendar
(1971-72)

- | | |
|-------------------|---------------------------------|
| 1. September 7 | First Day of School |
| 2. November 25-26 | Thanksgiving Vacation |
| 3. December 22 | First day of Christmas Vacation |
| 4. January 3 | Return from Christmas Vacation |
| 5. January 21 | End of First Semester |
| 6. March 31 | First day of Easter Vacation |
| 7. April 5 | Return from Easter Vacation |
| 8. May 21 | Baccalaureate |
| 9. May 25 | Commencement . . . |
| 10. May 29 | Memorial Day |
| 11. June 2 | Last day of School |

<u>Dates</u>	<u>Week</u>	<u>Attendance Days</u>
September 7 - 10	1	4
September 13-17	2	5
September 20 - 24	3	5
September 27 - October 1	4	5
October 4 - 8	5	5
October 11 - 15	6	5
October 18 - 22	7	5 34
October 25 - 29	8	5
November 1-5	9	5
November 8 - 12	10	5
November 15 - 19	11	5
November 22 - 24	12	3
November 29 - December 3	13	5 28
December 6 - 10	14	5
December 13 - 17	15	5
December 20 - 21	16	2
January 3 - 7	17	5
January 10 - 14	18	5
January 17 - 21	19	5 27
End of First Semester		89
January 24 - 28	20	5
January 30 - February 5	21	5
February 7-11	22	5
February 14 - 18	23	5
February 21 - 25	24	5
February 28 - March 3	25	5 30
March 6 - 10	26	5
March 13 - 17	27	5
March 20 - 24	28	5
March 27 - 30	29	4
March 31 - April 4 (Easter)		
April 5 - 7	30	3
April 10 - 14	31	5
April 17 - 21	32	5 32
April 24 - 28	33	5
May 1 - 5	34	5
May 8 - 12	35	5
May 15 - 19	36	5
May 22 - 26	37	5
May 30 - June 2	38	4 29
		180 - Student days
		182 - Teacher days