

UPPER PENINSULA EDUCATION ASSOCIATION
SCHOOL BOARD CONTRACT AGREEMENT

1. This agreement entered into this 1st day of September, 1974,
2. by and between the Board of Education of the District of Bark
3. River-Harris, Michigan hereinafter called the "Board" and the
4. Upper Peninsula Education Association, hereinafter called
5. the "Association."

WITNESSETH

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

Article 1

Recognition and Definition

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

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

13. C. The term REGULARLY EMPLOYED CLASSROOM TEACHER as
14. used herein shall include all those teachers regularly employ-
14. ed through out the school year and summer school programs,
15. including driver education, and specifically excluding from
16. the bargaining unit the supervisory staff consisting of the
17. Superintendent, High School and Elementary Principals who are
18. predominately employed in a supervisory capacity.

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

22. E. Teaching assignments for Driver Education and Summer
23. School programs will be made by the Board on the basis of pre-
24. ference to tenure teachers possessing permanent teaching cer-
25. tificates regularly employed in the district during the nor-
26. mal school year.

1. F. Nothing contained herein shall be construed to deny
2. or restrict to any teacher rights he may have under the Michigan
3. General School Laws. The rights granted to teachers in this
4. master contract.
5. shall be deemed to be in addition to legally provided elsewhere.

ARTICLE II

Management Rights

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

ARTICLE III

Teacher Rights

21. A. Pursuant to Act 379 of the Public Acts of 1965, the
22. Board hereby agrees that every teacher employed by the Board
23. shall have the right freely to organize, join and support the
24. Association for the purpose of engaging in collective bargain-
25. ing or negotiation ~~AND other related activities for mutual aid~~
26. and protection as a duly elected body exercising govern-

1. mental power under color or law of the State of Michigan, the
2. Board undertakes and agrees that it will not directly or in-
3. directly discourage or deprive or coerce any teacher.
4. in the enjoyment of any rights conferred by Act 379 or other
5. laws of Michigan or the Constitutions of Michigan and the United
6. States; that it will not discriminate against any teacher with
7. respect to hours, wages or any terms or conditions of employ-
8. ment by reason of his membership in the Association or collec-
9. tive professional negotiations with the Board, or his in-
10. stitution of any grievance or complaint pursuant to this agree-
11. ment.

12. B. The Board specifically recognizes the right of its
13. teacher employees appropriately to invoke the assistance of the
14. Michigan Employment Relations Commission and the Board will not
15. discriminate against a teacher who files a grievance.

16. C. The Association and its members shall have the right to
17. use school building facilities at all reasonable hours for meet-
18. ings provided no class disruptions shall occur. No meetings of
19. the UPEA or MEA shall be held on school property without prior
20. approval of the Board or its designee. MEA meetings must begin
21. after 3:45 p.m. The time between end of day dismissal of students
22. until 3:45 p.m. shall be used for constructive purposes. No
23. teacher shall be prevented from wearing normal insignia, pins
24. or other identification or membership in the Association on
25. school premises. A private bulletin board will be made avail-
26. able to the Association and its members in each school.

27. D. The teachers shall have the right to use school equip-
28. ment, including typewriters, mimeographing machines, other

1. duplicating equipment, calculating machines, and all type of
2. audio-visual equipment at reasonable times, when such equipment
3. is not otherwise in use. The Association shall pay for the
4. reasonable cost of all non-teacher materials and supplies in-
5. cident to such use in connection with Association business.
6. Duplications shall not exceed 100 copies per item.
7. E. Business agents of the MEA shall be permitted to visit
8. any teacher on, in or about school owned property provided no
9. disruptions of classes shall occur. The MEA Business Agent
10. must first notify the Superintendent's office that he is on the
11. premises, during the school hours. When possible, such visits
12. shall take place before or after the school day.
13. F. The Board agrees to furnish to the Association in response
14. to reasonable request from time to time all readily available in-
15. formation concerning the financial resources of the district, in-
16. cluding but not limited to: annual financial reports and audits,
17. register of certificated personnel, tentative budgetary require-
18. ments, agendas and minutes of all Board meetings, treasurer's
19. reports. The school agrees to furnish the Association with such
20. public information which may be available concerning the finan-
21. cial resources of the district tentative budgetary requirements
22. and allocations, and such information which may be necessary to
23. assist the Association to bargain collectively with the school
24. with respect to wages, hours, and other terms and conditions of
25. employment. The Association agrees that requests for such infor-
26. mation will be made in writing through its president or someone
27. designated by him, and that requests will be made sufficiently

1. in advance of their need so that the School may have reasonable
2. time to prepare and/or assemble the information. Original re-
3. cords may be examined only at the offices of the School.

4. H. Teachers shall be entitled to full rights of citizenship
5. and no religious or political activities of any teacher or the
6. lack thereof shall be ground for any discipline or discrimina-
7. tion with respect to the professional employment of such teacher.
8. Consistent with the Code of Ethics of the Education Profession,
7. and the moral standards of the community, the private and per-
8. sonal life of the teacher is not within the appropriate concern
9. or attention of the Board.

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

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

18. K. The Board shall place on the agenda of each regular board
19. meeting as an item for consideration under "new business" any
20. matters brought to its consideration by the association.

ARTICLE IV

Deductions for Professional Dues

21. A. Within thirty days of the beginning of their employment
22. here under, before deductions can be made, teachers must volun-
23. tarily sign and deliver to the Superintendent's office an assign-
24. ment authorizing deduction of membership dues of the Association

1. as indicated by said teacher. Such sum shall be deducted as dues
2. from the regular salaries of these teachers and remitted not
3. less frequently than monthly to the respective Association.
4. B. MEA medical insurance will be deducted from the teacher's
5. payroll upon written approval of the teacher.

ARTICLE V

Teaching Hours and Class Load

6. A. The normal work day of teachers, as defined to be in-
7. cluded under this contract shall be from 8:30 a.m. to 3:45 p.m.
8. All teachers shall be in their assigned areas by 8:35 a.m. unless
9. detained by official business. The hours stated above may be de-
10. creased by the approval of the administration, except that on days
11. preceding holidays or vacations, the teacher's day shall end at the
12. close of the pupil's day when supervision can be arranged until
13. until all children leave the building.
14. B. The normal weekly teaching load in the junior and senior
15. high school will be twenty-five (25) teaching periods and five (5)
16. unassigned preparation periods. In event of having a seven period
17. day, this section of Article V will be negotiated. Assignment to
18. a supervised study period shall be considered a teaching period
19. for purposes of this Article. The normal weekly teaching load in
20. the elementary school will not exceed six (6) hours of pupil con-
21. tact per day.
22. C. Since pupils are entitled to be taught by teachers who are
23. working within their area of competence, teachers shall not be
24. assigned, except for good cause, outside the scope of their teach-
25. ing certificates or their major or minor field of study.

1. D. Teachers who will be affected by a change in grade assign-
2. ments in the elementary school grades and by change in subject
3. assignment in the secondary school grades will be notified and
4. consulted by their principals immediately upon such action be-
5. coming apparent. Such changes will be voluntary whenever possible.

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

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

12. G. Teachers shall not be assigned lunchroom, play ground, and
13. hall duty. One elementary and one secondary teacher shall be
14. assigned bus duty until 4:00 p.m. on
15. a weekly basis.

16. H. A teaching assignment shall not include the daily require-
17. ment of driving a school bus.

18. I. Any vacancies, deemed promotional in position, shall be
19. made known to the staff of the district a period of five (5)
20. days, before advertised. Preparation, experience, and ability
21. being equal, existing staff members will receive preference.

22. J. Teachers of music, art and the laboratory sciences,
23. librarians, speech therapists, reading consultants, visiting teachers,
24. counselors and special education teachers shall be provided with
25. release and preparation time to the same extent as other teachers
26. in the district.

1. K. The academic School Calendar shall not exceed 181 session
2. days per year, with the schools being closed on all holidays
3. legally authorized by the Michigan School Code.
4. L. The Superintendent may dismiss the schools when in his
5. sole discretion, weather, health or building conditions warrant
6. such action. Teachers will also be dismissed under such con-
7. ditions, without loss of pay.
8. N.A teacher engaged during the school day negotiating in
9. behalf of the Association with any representative of the Board or
10. participating in any professional grievance negotiation, including
11. arbitration, at request of the Board, shall be released from
12. regular duties without loss of salary.
13. O. To promote the general education of students through parent
14. interest and association, it is a condition of employment that all
15. teachers make a "just" attempt to attend all P.T.A. meetings with-
16. out additional compensation.
17. P. If a teacher shall teach more than the normal teaching load
18. as set forth in this Article, he shall receive additional compen-
19. sation at his hourly rate for each teaching period in excess of
20. three periods per year. Payable at the end of the school year.
21. Q. No departure from these norms, except in case of emergency,
22. shall be made without prior consultation with the Association.
23. In the event of any disagreement between the representative of the
24. Board and the Association as to the need and desireability of
25. such deviation, the matter may be processed through the professional
26. grievance here-in-after set forth.
27. R. No teacher shall be a substitute if that action requires
28. such teacher to leave his regularly scheduled class.

ARTICLE VI

Transfer

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

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

Article VII

Teaching Conditions

10. A. It is recognized by the Board that pupil-teacher ratio
11. is the important aspect of an effective educational program.
12. Excluding music and physical education, the maximum shall not
13. exceed 40% of the figures listed except during the 1974-75
14. school year, 37 students will be the maximum unless the teacher
15. and the association give approval to a higher maximum. The Board
16. agrees to continue its efforts to keep class sizes at an accept-
17. able number as dictated by the financial condition of the Dis-
18. trict, by the size buildings available, the availability of
19. qualified teachers, and the best interest of the District as
20. deemed administratively feasible.

21. B. Because the pupil-teacher ratio is an important aspect
22. of an effective educational program, the following guide shall
23. be used. The parties agree that class size should be lowered,
24. whenever possible, not to exceed the following maxima:

1. (1) Kindergarten 20 pupils
2. (2) Elementary school grades 1-25 pupils
3. The maximum class size per teacher in the secondary schools
4. shall be as follows:
 5. English 25 students
 6. Business 25 students
 7. Social Studies 25 students
 8. General Education 25 students
 9. Typing 25 students
 10. Mathematics 25 students
 11. Industrial Arts 25 students
 12. Science 25 students
 13. Drafting 25 students
 14. Language 25 students
 15. Homemaking 25 students (teacher load; 40 maximum with teacher aide)
 16. Vocational Shop 25 students
 17. Driver Education 18 students
 18. Music 100 students
 20. Art 25 students
 21. Physical Education 40 students
 22. Art and drafting students in a classroom shall not exceed the
 23. total number of work stations.
24. C. Each elementary teacher shall be responsible for the
25. official daily attendance record. The principals' office shall
26. be responsible for the totaling of the six week records, and for
27. entering the final attendance records on the students official
29. file.
29. D. Teaching supplies shall be kept in the teachers homeroom.

ARTICLE VIII

MEDICAL QUALIFICATIONS

30. A. A teacher returning to work after four (4) or more con-
31. secutive days of illness, or misses one or more days each week
32. for three consecutive weeks shall produce a statement from a
33. registered physician, verifying the necessity of such an absence.
34. B. A teacher who has been absent for a nervous or mental
35. condition shall present evidence of capability of performing his
36. duties as prescribed in his individual contract signed by a
37. registered physician.

1. C. Any teacher who has a nervous or mental disorder, evident
2. in the classroom, shall consult a physician and be suspended or
3. retained upon said physician's advice.
4. D. Before a teacher can take time off for an operation, or
5. other medical disorder, the teacher must provide a written state-
6. ment from a registered physician stating the immediate need.
7. The above is not applicable under emergency conditions.

Article IX

Negotiations Procedure

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

Article X

Leave of Absence

23. A. Maternity Leave of Absence

1. Maternity leave may be granted by the Board, without pay, to
2. any regularly employed teacher. Such leave must be requested,
3. in writing, at the earliest possible date. A physician's veri-
4. fications of pregnancy must be presented with the above appli-
5. cation. Such leave of absence can be for a period of up to
6. one (1) year, if necessary, and may be renewed at the discretion
7. of the Board. The above provisions shall apply to teacher who
8. have been employed in the system a minimum of six school months.
9. Accumulative sick leave may be used for maternity leave. A
10. teacher may request a leave of absence for maternity reason.

11. B. Military Leave - The Board shall grant a military leave
12. of absence in accordance with Act 145 of 1943 as amended.

13. C. Personal or Business Leaves - Teacher may apply for a one
14. year leave of absence, with-out compensation, for personal reasons
15. and the Board will grant said leave, provided it does not in any
16. way injure the program of the school, nor exceeds one teacher in
17. the district at one time.

18. D. Emergency Leave - Emergency leave shall be granted for the
19. following reasons: illness or death in the immediate family.
20. (Immediate family shall be interpreted as follows: husband, wife,
21. child, sister, brother, parent, grandparents, grandchildren, mother-
22. in-law, father-in-law, sister-in-law, and brother-in-law of the
23. employee.) Emergency leave of ten (10) days maximum, with pay,
24. per year, non-cumulative, shall be granted. Said emergency
25. leave days shall be deducted from the teacher's accumulated sick
26. leave.

27. E. At the beginning of every school year, each teacher shall
28. be credited with two (2) personal days. Both days will be allowed

1. full pay
2. , provided it does not in any way injure the program of the
3. school. A personal day may be used for any purpose, at the dis-
4. cretion of the teacher. A teacher planning to use a personal
5. day or days shall notify his principal at least one day in advance,
6. except in cases of emergency. Personal days should not be used
7. to extend a vacation or during the last week of the school ex-
8. cept in the case of emergency.

9. F. Association Business Leave - A total of three (3) days will
10. be provided to the Association for Association Business. Three
11. (3) additional days will be granted if Association
12. members agree to provide substitutes for the absent teacher.

13. G. Illness or Disability - At the beginning of each school
14. year each teacher shall be credited with a twelve (12) day sick
15. leave allowance to be used for absences caused by illness or phy-
15. sical disability of the teacher. The unused portion of such
17. allowance shall accumulate to one hundred twenty (120) days.

18. H. A beginning teacher shall be permitted six (6) days dur-
19. ing the first semester, effective the first day of the contract,
20. and six (6) days during the second semester, effective the first
21. day of the semester.

22. I. At the beginning of each school year each teacher shall
23. contribute one day of the foregoing sick leave allowance to a
24. common bank to be administered by the Association and admin-
25. istration. Teachers who have exhausted their accumulated per-
26. sonal sick leave allowance may withdraw up to one-half of the
27. available balance as determined by the Association and Adminis-

1. tration, from the common bank.
2. J. The balance in the sick leave bank shall not exceed ninety
3. days (90). No contributions or deductions shall be made from a
4. teachers sick leave allowance after the bank limit has been reached.
5. K. Any teacher whose personal illness extends beyond the
6. period compensated as described above, shall be granted a leave of
7. absence without pay for a period not exceed one year, renewable
8. at the discretion of the Board. Upon direct return from leave,
9. said teacher shall be assigned to the same position, if available,
10. or a substantially equivalent position.
11. L. Any employee who is injured shall receive such compensation
12. and expenses as are prescribed by the Workmen's Compensation Law
13. of the State. Such compensation shall be supplemented with an
14. amount sufficient to maintain his regular salary for a period not
15. to exceed his sick leave reserve. Such reserve shall be charged
16. only for that portion in excess of the compensation payment.
17. M. A teacher absent from work because of mumps, scarlet
18. fever, measles or chicken pox, shall incur diminution of sick
19. leave for only one half ($\frac{1}{2}$) the time absent.
20. N. Sabbatical Leave - The board, upon the recommendation of the
21. Superintendent of Schools, may grant a sabbatical leave to quali-
22. fied teacher personnel for the purpose of study, travel, and for
23. such other purpose as may be approved by the Board.
24. O. Upon the recommendation of the Superintendent of Schools,
25. the Board may grant a sabbatical leave of up to two (2) semesters
26. to a teacher who has been employed at least seven (7) consecutive
27. years in the system. Other sabbatical leaves shall be considered

1. as exceptional cases by the Board.
2. P. A teacher on sabbatical leave shall receive no com-
3. pensation from the district during the period of absence. A
4. teacher on sabbatical leave shall receive the scheduled incre-
5. ment credit and or adjustments in salary, upon return to the
6. district to teach, and credit toward retirement, the same as
7. he would have received were he occupying his regular assignment.
8. Q. The number of teachers given sabbatical leave, in any
9. year, shall not exceed five per cent of the total number of
10. teacher instructional employees, The number of leaves granted
11. shall be distributed throughout the system. If the number re-
12. questing sabbatical leave exceeds the number of such leaves avail-
13. able as determined by the Board, the selection shall be based on:
19. a. The estimated value of the plan to the individual
20. and the school system,
21. b. The amount of seniority,
22. c. the length of time since the last sabbatical leave.
23. The employee upon return from sabbatical leave shall be
24. restored to his former position or to one of comparable status.
25. He shall make such reports of his activities as may be required
26. by the superintendent.
26. R. Court Leave - Teachers who are required by law to serve
27. on a jury or subpoenaed to appear in court shall receive the
28. difference between the teacher's daily wage and any court pay-
29. ment for each day he is engaged in such activity.

Article XI

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 depart-
4. ment each month.

Article XII

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
10. these democratic values can best be transmitted in an atmosphere
11. which is free from censorship and artificial restraints upon free
12. inquiry and learning, and in which academic freedom for teacher
13. and student is 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
24. society.

25. D. In the event a gross difference of opinion arises between

1. administration and teacher, the topic will be subject to review
2. by the parties involved.
3. E. Teachers shall submit lesson plans to include, whenever
4. possible, controversial areas. Teachers shall not assign for
5. required reading any book that is not owned by the school or has
6. school approval.

Article XIII

Teacher Evaluation

7. A. When deemed necessary, the work performance of all teachers
8. shall be evaluated in writing. All teachers shall be evaluated
9. according to the Michigan tenure law, Act No. 4 of the Public Acts
10. of the extra session of 1937, as amended, through the regular
11. session of 1967.
12. B. All monitoring or observation of the work performance of a
13. teacher shall be conducted openly and with full knowledge of the
14. teacher.
15. C. Each teacher shall have the right, upon request, to review
16. in the main office the contents of his own personal file as per-
17. tains to his work in the school district. A representative of the
18. Association may be requested to accompany the teacher in such re-
19. view.
20. D. A teacher shall at all times be entitled to have present a
21. representative of the Association when he is being reprimanded, or
22. disciplined for any infraction of dicipline or delinquency in pro-
23. fessional performance. When a request for such representation is
24. made, no action shall be taken with respect to the teacher until

1. such representative of the association is present. No warning that
2. is subsequently written and/or placed in teachers file and/or affects
3. the teachers evaluation shall be made without the right of the
4. Association to be present.
5. E. No teacher shall be disciplined, reprimanded reduced in
6. rank or compensation or deprived of any professional advantage
7. without just cause.

Article XIV

Cost of Living

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

Article XV

Professional Improvement

10. A. The parties support the principle of continuing education
11. of teachers, participation by teachers in professional organiza-
12. tions in the areas of their specialization, leaves for work on ad-
13. vanced degrees or special studies and participation in community
14. educational projects.
15. B. The Board agrees to provide with the Superintendent's in
16. approval the necessary funds for teachers who desire to attend
17. select professional conferences and Michigan Department of Ed-
18. ucation Curriculum Committee meetings. Travel, meals, lodging,
19. and registration fees shall be deemed appropriate expences of the
20. Board, as well as the cost of the substitute teacher needed to
21. relieve the participant. A teacher attending such conferences
22. and meetings shall be granted sufficient leave time to attend
23. without loss of compensation. Teachers will, upon request, sub-

Article XIV

Cost of Living

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23. without loss of compensation. Teachers will, upon request, sub-

Professional Improvement

10. A. The parties support the principle of continuing education
11. of teachers, participation by teachers in professional organiza-

1. mit a written report regarding such conference.
2. C. At the request of the Association, and with the Board's
3. approval, or on the Board's initiative, arrangements shall be
4. made for after school courses, workshops, conferences and pro-
5. grams designed to improve the quality of instruction. Every
6. effort will be made to obtain people of the highest qualification
7. to participate in the presentation of such programs. All teachers
8. desiring and to attend shall be allowed to do so.
9. D. The Board agrees to pay a sum up to \$5.00 per year per
10. teacher for dues for membership in one of the following recognized
11. professional educational organizations of teachers in a partici-
12. pating curriculum subject area or grade level in whose activities
13. a teacher may participate:
14. 1. Michigan Art Education Association
15. 2. Michigan Audio-Visual Association
16. 3. Michigan Association for Childhood Education
17. 4. Michigan Counselors Association
18. 5. Michigan Driver Education Association
19. 6. Michigan Council for Exceptional Children
20. 7. Michigan High School Coaches Association
21. 8. Michigan Home Economics Section of the American
22. Vocational Association
23. 9. Michigan Music Educators Association
24. 10. Michigan Association of Health, Physical
25. Education and Recreation
26. 11. Michigan Association of Public School Adult
27. Educators
28. 12. Michigan Association of School Librarians

Article XVI

Protection of Teachers

26. A. Since the teacher's authority and effectiveness in his
27. classroom are undermined when students discover that there is
28. insufficient administrative backing and support of the teacher,

1. The Board recognizes its responsibility to give all reasonable
2. support and assistance to teachers with respect to the maintenance
3. of control and discipline in the classroom. The Board further re-
4. cognizes that the teacher may not fairly be expected to assume the
5. role of warden or custodian for emotionally disturbed students nor
6. to be charged with responsibility for psychotherapy. Whenever it
7. appears that a particular pupil requires the attention of special
8. counselors, and/or social workers, the Board will attempt reasonable
9. steps to relieve the teacher of responsibilities with respect to
10. such pupil.

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

17. C. Principals shall report to the superintendent all cases
18. of assault suffered by teachers and shall be reported to the
19. police by the principal. In any reported assault case the school
20. district's attorney shall at the teachers request:

21. 1. Inform the teacher of his rights under the law in
22. connection with assault, and
23. 2. Assist the teacher by rendering legal service in
24. protecting the teacher's rights.

25. D. A teacher may exclude a pupil from one class when the
26. grossness of the offense, the persistence of the misbehavior or the
27. disruptive effect of the violation makes the continued presence of

1. the student in the classroom intolerable. In such cases, the
2. teacher will furnish the principal, as promptly as his teaching
3. obligations will allow, full particulars of the incident.
4. A student expelled from class for an indefinite period of time
5. will, accompanied by a parent or guardian, meet with the Board to
6. review the situation before re-admittance to class.
7. E. Suspension of students from school may be imposed only
8. by the Board or designated representative, School authorities
9. will endeavor to achieve correction of student misbehavior through
10. counseling and interviews with the child and his parents when
11. warranted.
12. When a teacher has one or more pupils in class who con-
13. stitute serious behavioral problems as determined by the Super-
14. intendent, principal, and teacher, appropriate recognition shall
15. be given by way of reduced class size, greater or more frequent
16. relief periods, or additional compensation as agreed between the
17. Board and the Association.
18. F. If any teacher is complained against or sued as a result
19. of any action taken by the teacher while in pursuit of his em-
20. ployment, the Board will provide legal counsel and render all
21. necessary assistance to the teacher in his defense, until the
22. teacher is proven negligent.
23. G. If incurred while in the performance of his duties:
24. 1. The board will reimburse the teacher for loss of
25. personal property, which has been destroyed by the student if
26. not reimbursed by the student within the school year.

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

XVII

Terminal Leave

24. In recognition of services to the school district, a sum

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

Article XVIII

Reduction in Personnel and Annexations and Consolidations of Districts

7. A. To the full extent permitted by law, this Agreement shall
8. be binding upon the Board and its successor personnel and upon
9. any school district into which this district shall be merged or
10. combined.
11. B. In the event this district shall be combined with one or
12. more districts, the Board will use its best efforts to assure the
13. continued employment of its members in such re-organized district.
14. C. Should substantial and unforeseen changes in student
15. population or other conditions make necessary a general reduction
16. in the number of teachers employed by the Board, the Board will
17. retain, as nearly as possible, those teachers with permanent teach-
18. ing certificates having the longest service in the district. The
19. Board will further use their best efforts to assist all teachers
20. terminated for lack of duty to secure employment in adjacent
21. school districts upon terms and conditions as nearly comparable as
22. possible. Nothing herein shall relieve the Board from fulfilling
23. their terms of a contract with a teacher.
24. D. In the event of consolidation or annexation of the Bark
25. River-Harris School District, the Board will make a necessary
26. condition of consolidation or annexation, the placing of a tenure
27. teacher or tenure in the new district.

1. Cont'd. -- Article XX

2. If it is necessary to reduce the size of the teaching staff

3. the following procedure shall be followed:

4. 1. The teacher with the least number of years within the

5. Bark River-Harris school district shall be dismissed first.

6. 2. If two or more teachers have an equal number of years

7. in the Bark River-Harris school district, the teacher with the

8. least amount of preparation, in the field in which the dis-

9. missal is taking place, shall be dismissed. (The least amount

10. of preparation shall be (a) The lowest degreed person in the

11. field; and (b) if the degrees are equivalent, then the least

12. number of semester hours in the field being considered.)

13. 3. If steps one and two of this policy are not adequate

14. (because two or more people are equal through steps one and two)

15. then the teacher with the least amount of teaching outside the

16. Bark River-harris school district will be dismissed.

ARTICLE XIX

Professional Grievance Procedure

17. A. A claim by a teacher or the Association that there has

18. been a violation, misinterpretation or misapplication of any pro-

19. vision of this Agreement or any rule, order or regulation of the

20. Board may be processed as a grievance as hereinafter provided.

21. B. In the event that a teacher believes there is a basis

22. for a grievance, he shall first discuss the alleged grievance

23. with his building principal either personally or accompanied by

24. his Association representative.

1. C. If, as a result of the informal discussion with the build-
2. ing principal, a grievance still exists, he may invoke the formal
3. grievance procedure on the form set forth in Article XX signed
4. by the grievant and a representative of the association, which
5. form shall be available from the Association representative in
6. each building. A copy of the grievance from the grievant shall
7. be delivered to the principal. If the grievance involves more
8. than one school building, it may be filed with the superintendent
9. or a representative or a representative designated by him.

10. D. Within three (3) school days of receipt of the grievance.
11. the principal shall meet with the Association in an effort to re-
12. solve the grievance. The principal shall indicate his disposition
13. of the grievance in writing within three school days of such meet-
14. ing, and shall furnish a copy thereof to the Association.

15. E. If the Association is not satisfied with the disposition
16. of the grievance, or if no disposition has been made within three
17. school days of such meeting (or six school days from the date of
18. filing, whichever shall be later) the grievance shall be trans-
19. mitted to the Superintendent. Within five school days the Super-
20. intendent or his designee shall meet with the Association on the
21. grievance and shall indicate his disposition of the grievance in
22. writing within three school days of such meeting, and shall fur-
23. nish a copy thereof to the Association.

24. F. If the Association is not satisfied with the disposition
25. of the grievance by the Superintendent or his designee, or if no
26. disposition has been made within three school days of such meeting
27. (or six school days from the date of filing, whichever shall be later).

1. the grievance shall be transmitted to the Board by filing a
2. written copy thereof with the Secretary or other designee of the
3. Board. The Board not later than its regular meeting or two
4. calendar weeks, may hold a hearing on the grievance, review such
5. grievance, in executive session, or give such other consider-
6. ation as it shall deem appropriate. Disposition of the grievance
7. in writing by the Board shall be made no later than seven days
8. thereafter. A copy of such disposition shall be furnished the
9. Association.

10. G. If the Association is not satisfied with the disposition
11. of the grievance by the Board, or if no disposition has been
12. made within the period above provided, the grievance may be sub-
13. mitted to Binding Arbitration before an impartial Arbitrator of
14. the American Arbitration Association. The Board and the Asso-
15. ciation shall not be permitted to assert in such Arbitration pro-
16. ceeding any ground or to rely on any evidence not previously dis-
17. closed to the other party. The Arbitrator shall have no power
18. to alter, add to or subtract from the terms of this agreement.
19. Both parties agree to be bound by the award of the Arbitrator and
20. agree that judgement thereon may be entered in any court of com-
21. petent jurisdiction.

22. H. A mutually agreeable third party can be submitted for
23. said arbitrator. The third party will be cloaked with all powers
24. of an arbitrator. If after one week a third party cannot be
25. agreed upon, an arbitrator from the American Arbitration Asso-
26. ciation will be called. Cost of arbitration will be shared on
27. a 50-50 basis.

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

8. J. If an individual teacher has a personal complaint
9. which he desires to discuss with a principal, he is free to do so
10. without recourse to the grievance procedure. However, no grie-
11. vance shall be adjusted without prior notification to the Asso-
12. ciation and opportunity for an Association representative to be
13. present, nor shall any adjustment of a grievance be inconsistent
14. with the terms of this agreement. In the administration of the
15. grievance procedure, the interests of the teachers shall be the
16. sole responsibility of the Association.

17. K. Miscellaneous

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

24. 2. All documents, communications and records during
25. the time of and dealing with the procession of a grievance
26. shall be filed separately from the personal files of parti-

1. cipants. Upon completion of any grievance procedure, all
2. records not placed in the teacher's permanent file will be
3. destroyed.

ARTICLE XX

Professional Grievance Report

4. Bark River-Harris School District: Grievance Number: _____
5. School: _____ Date of Violation: _____
6. Date of Grievance: _____
6. Subject to the provisions of the professional negotiations agree-
7. ment between the Board and the Association. I hereby authorize
8. the representative or representatives of the Association recog-
9. nized by the Board as my collective bargaining representative
10. to process this request or claim arising there from in this or
11. any other stage of the professional grievance procedure, includ-
12. ing arbitration, or to adjust or settle the same.
13. Arbitrator's Disposition:
14. 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

1974-75

A. Degree teachers salary schedule:

Step	Index	B.A.	M.A.
0	1.00	\$ 8,568.00	\$ 9,180.00
1	1.05	8,997.00	9,639.00
2	1.10	9,424.00	10,098.00
3	1.15	9,853.00	10,557.00
4	1.20	10,281.00	11,016.00
5	1.25	10,710.00	11,475.00
6	1.30	11,138.00	11,934.00
7	1.35	11,566.00	12,393.00
8	1.40	11,995.00	12,852.00
9	1.45	12,423.00	13,311.00
10	1.50	12,852.00	13,770.00
11	1.55	13,280.00	14,688.00 14,229.00
12	1.60	13,708.00	14,688.00

- B. A \$200 longevity step shall be given to those teachers who have fifteen (15) years of experience in the Bark River-Harris School District.
- C. The Board shall pay in full the teachers contribution to the Michigan Public Employees Retirement fund.

D. Years of Experience Determination

1. Degree Teaching Experience

- A teacher will receive full credit for up to five (5) years of degreed teaching experience outside of the Bark River-Harris district for all new teachers hired after July 1, 1972.
- A teacher will not be given credit for more than five (5) total years for total experience; including military service.

2. Non-degree Teaching Experience

- 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.
- By combining provisions of section 1 and 2 of this schedule as herein described, a teacher may not accumulate more than five (5).

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 | \$1,000 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

- | | |
|------------------|---|
| 1 % | Sr. Class Advisor |
| 1 % | Jr. Class Advisor |
| $\frac{1}{2}$ % | Sophomore Class Advisor |
| $\frac{1}{2}$ % | Freshman Class Advisor |
| 4 % | Yearbook Advisor |
| $1\frac{1}{2}$ % | Athletic Director |
| 8 % | Football coach (\$125/week prior to the opening of school +8% but no mileage) |
| 3 % | Football Assistant |
| 8 % | Basketball (Varsity) |
| 4 % | Basketball (J.V.) |
| 2 % | Track |
| 4 % | Basketball (7th & 8th) |
| $1\frac{1}{4}$ % | Track (7th - 8th) |
| 4 % | Cheerleading Advisor |
| 4 % | Basketball (Girls) |
| $1\frac{1}{2}$ % | Track (Girls) |

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

ARTICLE XXI

Insurance

3.
3. A. Teachers insurance needs for complete medical coverage
4. for themselves and their families varies considerably. The Board
5. shall pay fifty one dollars (\$51) per month per teacher toward the
6. MESSA health insurance program and/or any annuity program presently
7. allowed by the Board.
8. B. The Board through MESSA, shall provide each teacher with
9. thirty thousanddollars (\$30,000) of life insurance with accidental
10. death and dismemberment, payable to the teacher's designated bene-
11. ficiary.
12. C. The Board shall provide MESSA long term disability for
13. each teacher that will include benefits payable after 180 days of
14. disability at 60% of individual teachers annual salary at the time
15. disability. Benefits shall be payable to age 65 or until termin-
16. ations of disability, whichever occurs first.
17. D. The Board shall make payment of insurance premiums for
18. each employee to provide insurance coverage for the full twelve
19. month period, commencing September 1st and ending August 30th.
20. E. When necessary insurance premiums in behalf of the teacher
21. shall be made retroactively or prospectively to assure un-interrupted
22. participation and coverage. This pertains only to new teachers
23. coming from outside the State of Michigan.
24. F. In the event that an employee, absent because of illness
25. or injury, has exhausted sick leave accrual, the teacher's fringe
26. benefits shall continue throughout the balance of the school year.
27. G. Group car insurance shall be deducted from a teacher's
28. paycheck upon request of said teacher.

ARTICLE XXII

Miscellaneous Provisions

1. A. The Board shall furnish without charge a smock coat for
2. home economics and industrial arts teacher.
3. B. The Board recognizes that appropriate texts, library
4. reference facilities, maps, and globes laboratory equipment, audio-
5. visual equipment, art supplies, athletic equipment, current periodi-
6. cals, standard tests and questionnaires, and similar materials are
7. the tools of the teaching profession. The parties will confer from
8. time to time for the purpose of improving the selection and use of
9. such educational tools and the Board under takes promptly to imple-
10. ment all joint decisions there on made by its representatives and
11. the Association.
12. C. The Board agrees to keep schools reasonable and properly
13. equipped and maintained.
14. D. Existing telephone facilities shall be made available to
15. teachers for their reasonable use. No long distance calls may be
16. charged to the school district without permission of the building
17. principal and/or Superintendent.
18. E. Adequate parking facilities shall be made available
19. to teachers for their exclusive use. Teachers shall in no way
20. drive or park so as to interfere with the safe and efficient operation
21. of school owned vehicles.
22. F. The Board and the Association shall comply with the U.S.
23. and State Civil Rights Laws in regards to hiring and treating
24. teacher employees.
25. G. No polygraph or lie detector device shall be used in any
26. investigation of any teacher.

1. H. All individual teacher contract shall be made expressly
2. subject to terms of this Agreement which covers the same school
3. year as the individual teacher contract.
4. I. The provisions of the agreement shall incorporate into
5. and be considered part of the established policies of the Board.
6. J. Copies of this Agreement shall be printed at the expense
7. of the Board and presented to all teachers now employed or here-
8. after employed by the Board.

ARTICLE XXIII

Reopener Clause

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

ARTICLE XXIV

Duration of Agreement

1. This Agreement shall be effective as of July 1, 1974, and shall
2. continue in effect until the 30th of June, 1975. This Agreement
3. shall not be extended orally and it is expressly understood that
4. it shall expire on the date indicated.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its President

Dated this ninth day of September 1974.

BARK RIVER-HARRIS SCHOOL
1974-75 School Calendar

1. Sept. 3, 1974.....Teachers Conference
2. Nov. 4, 1974County Wide Inservice Day
3. Nov. 15, 1974.....Deer Season
4. Nov. 28-29, 1974.....Thanksgiving
5. Dec. 21, '74 to Jan. 5, '75.....Christmas Vacation
6. Mar. 27-31, 1975.....Easter Vacation
7. May 25, 1975.....Baccalaureate
8. May 26, 1975.....Memorial Day
9. June 2-4, 1975.....Final Exams
10. June 4, 1975.....Commencement
11. June 6, 1975.....Last Day of School

<u>DATES</u>	<u>WEEK</u>	<u>ATTENDANCE DAYS</u>
Sept. 4-6 (Sept. 4, First Day of Voc. Ed.)	1	3
Sept. 9-13	2	5
Sept. 16-20	3	5
Sept. 24-27	4	5
Sept. 30 - Oct. 4	5	5
Oct. 7-11	6	5
Oct. 14-18	7	5 33½ Days
Oct. 21-25	8	5
Oct. 28 - Nov. 1	9	5
Nov. 5-8 (Nov. 5 -No Voc Ed EHS)	10	4
Nov. 11-14	11	4
Nov. 18-22	12	5
Nov. 25-27	13	3
Dec. 2-6	14	5 31 Days
Dec. 9-13	15	5
Dec. 16-20	16	5
Jan. 6-10	17	5
Jan. 13-17	18	5
Jan. 20-24	19	5
Jan. 27-31, (Jan.27-No Voc Ed EHS)	20	5 30 Days End of Semester
Feb. 3-7	21	5
Feb. 10-14	22	5
Feb. 17-21	23	5
Feb. 24-28	24	5
Mar. 3-7	25	5
Mar. 10-14	26	5 30 Days
Mar. 17-21	27	5
Mar. 24-26	28	3
Apr. 1-4	29	4
Apr. 7-11 (Apr.7-8-No Voc Ed EHS)	30	5
Apr. 14-18	31	5
Apr. 21-25	32	5 27 Days
Apr. 28 - May 2	33	5
May 5-9	34	5
May 12-16	35	5
May 19-23	36	5
May 27-30	37	4
June 2-6 (June 4-Last Voc Ed Day	38	5 28½ Days