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BARK RIVER - HARRIS PUBLIC SCHOOLS

WORKING CONTRACT

between the

Bark River-Harris Education Association

and the

Bark River-Harris Board of Education

1969-70

Bark-River
Ed. Assoc.

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48823

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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

1. This Agreement entered into this 1st day of July, 1969 by and between the Board
2. of Education of the District of Bark River-Harris, Michigan hereinafter called
3. the "Board" and the Bark River-Harris Education Association, hereinafter called
4. the "Association."

WITNESSETH

5. WHEREAS the Board and the Association recognize and declare that providing
6. a quality education for the children of the Bark River-Harris District is their
7. mutual aim and that the character of such education is related to the quality
8. and morale of the teaching service, and

9. WHEREAS the members of the teaching profession are qualified to help in formu-
10. lating policies and programs designed to improve educational standards, and

11. WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the
12. Michigan Public Acts of 1965, to bargain with the Association as the representa-
13. tive of its teaching personnel as herein defined with respect to hours, wages,
14. terms and conditions of employment, and

15. WHEREAS the parties, following extended and deliberate professional negoti-
16. ations, have reached certain understandings which they desire to memorialize,

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

Article I

Recognition and Definition

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

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

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

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

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

Article II

Management Rights

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

1. Without limiting the generality of the foregoing, the right:
2. A. To the executive management and administrative control of the school
3. system and its properties and facilities,
4. B. To hire all employees subject to the provisions of the Michigan School
5. Code and Tenure Laws,
6. C. The written policies of the Master Contract which apply to wages, hours
7. or working conditions shall remain in effect, except the Board reserves the right
8. to promulgate new policies, retain or modify existing policies from time to time
9. as the need arises, but not in conflict with provisions of this Contract.

Article III

Teacher Rights

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

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

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

13. E. Business agents of the MEA shall be permitted to visit any teacher on,
14. in or about school owned property provided no disruptions of classes shall occur.
15. The MEA Business Agent must first notify the Superintendent that he is on the prem-
16. ises, during the school hours. When possible, such visits shall take place before
17. or after the school day.

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

1. G. The Board shall consult with the Association in a manner similar to present
2. policy on any new or modified fiscal, budgetary or tax programs, construction pro-
3. grams, or major revisions of educational policy, which are proposed or under consid-
4. eration and the Association shall be given the opportunity to discuss with the Board
5. such matters prior to their adoption and/or general publication.

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

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

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

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

Article IV

Deductions for Professional Dues

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

28. B. MEA medical insurance will be deducted from the teacher's payroll upon
29. 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 under this con-
2. tract shall be from 8:30 a.m. to 4:00 p.m. The hours stated above may be decreased
3. by the approval of the Administration, except that on days preceding holidays or
4. vacations, the teacher's day shall end at the close of the pupil's day when super-
5. vision can be arranged until all children leave the building.

6. B. The normal weekly teaching load in the junior and senior high school will
7. be twenty-five (25) teaching periods and five (5) unassigned preparation periods
8. or not to exceed five (5) hours Sr. high; six (6) hours Jr. high of pupil contact
9. per day. In event of having a seven period day, this section of Article V will be
10. negotiated. Assignment to a supervised study period shall be considered a teaching
11. period for purposes of this Article. The normal weekly teaching load in the ele-
12. mentary school will be thirty (30) teaching periods or not to exceed six (6) hours
13. of pupil contact per day.

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

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

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

26. F. Elementary teachers, whenever possible, will be provided two fifteen min-
27. ute relief periods each day. In addition, elementary teachers may use for prepa-
28. ration all time during which their classes are receiving instruction from various
29. teaching specialists.

1. G. Teachers shall, when possible, divide lunch, playground and bus supervision
2. duties equitably.

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

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

8. J. Teachers of music, art and the laboratory sciences, librarians, speech
9. therapists, reading consultants, visiting teachers, counsellors and special education
10. teachers shall be provided with release and preparation time to the same extent as
11. other teachers in the district.

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

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

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

21. N. A teacher engaged during the school day negotiating in behalf of the As-
22. sociation with any representative of the Board or participating in any professional
23. grievance negotiation, including arbitration at request of the Board, shall be re-
24. leased from regular duties without loss of salary.

25. O. A teacher shall be released from regular duties for two (2) days State
26. MEA Convention, October 2nd and 3rd. The Board will pay teachers \$8 for attending
27. on Thursday and \$5 for attending on Friday.

28. To promote the general education of students through parent interest and associ-
29. ation, it is a condition of employment that all teachers make a "just" attempt to
30. attend all P.T.A. meetings without additional compensation.

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

5. Q. No departure from these norms, except in case of emergency, shall be made
6. without prior consultation with the Association. In the event of any disagreement
7. between the representative of the Board and the Association as to the need and de-
8. sirability of such deviation, the matter may be processed through the professional
9. grievance procedure hereinafter set forth.

Article VI

Transfers

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

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

Article VII

Teaching Conditions

17. A. It is recognized by the Board that pupil-teacher ratio is the important
18. aspect of an effective educational program. The Board agrees to continue its efforts
19. to keep class sizes at an acceptable number as dictated by the financial condition
20. of the District, by the size buildings available, the availability of qualified
21. teachers, and the best interest of the District as deemed administratively feasible.

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

1. (1) Kindergarten 20 pupils
2. (2) Elementary school grades 25 pupils
3. The maximum class size per teacher in the secondary schools shall be as follows:
4. English))
5. Language))
6. Social Studies))
7. Business))
8. General Education)) 25 pupils
9. Typing))
10. Mathematics))
11. Industrial Arts))
12. Science))
13. Drafting))
14. Homemaking))
15. Vocational Shop))
16. Driver Education 18 pupils
25. Music 100 pupils
26. Art 25 pupils
27. Physical Education 40 pupils
28. No more than ten (10) students should be assigned to any teacher who has home econ-
29. omics in the home economics room at the high school.

Article VIII

Medical Qualifications

30. A. A teacher returning to work after four (4) or more consecutive days of
31. illness shall produce a statement from a registered physician, verifying the neces-
32. sity of such an absence.
33. B. A teacher who has been absent for a nervous or mental condition shall
34. present evidence of capability of performing his duties as prescribed in his individ-
35. ual contract signed by a registered physician.
36. C. Any teacher who has a nervous or mental disorder, evident in the classroom,
37. shall consult a physician and be suspended or retained upon said physician's advice.
38. D. Before a teacher can take time off for an operation, or other disorder, the
39. teacher must provide a written statement from a registered physician stating the
40. teacher must have time off now and the teacher cannot wait until school is out,
41. unless it is an emergency.

Article IX

School Year

1. A. The school year will be divided into six (6) marking periods. If the school
2. year is longer than thirty-six (36) weeks, the extra weeks will be considered part
3. and last
of the first marking period.

4. B. The report card used will enable the teacher to indicate the student's
5. academic grade, effort or citizenship, and final exam grade.

Article X

6. A. Not less than ninety (90) days prior to the expiration of this Agreement,
7. the parties will begin negotiations for a new Agreement covering wages, hours, terms,
8. and conditions of employment of teachers employed by the board.

9. B. If the parties fail to reach an agreement in any such negotiations, either
10. party may invoke the mediation machinery of Act 379 of the State Mediation Board.

11. C. It is recognized that no final agreement between the parties may be executed
12. without ratification by a majority of the membership of the Association and Board,
13. but the parties mutually pledge that representatives selected by each shall be clothed
14. with all necessary power and authority to make proposals, consider proposals, and
15. make concessions in the course of negotiations or bargaining, subject only to such
16. ultimate ratifications.

Article XI

A. Maternity Leave of Absence

1. Maternity leave may be granted by the Board, without pay, to any regu-
larly employed teacher.

2. Such leave must be requested, in writing, not more than three (3)
months after conception.

3. A physician's verification of pregnancy must be presented with the
above application.

4. The Board may not employ a teacher after the sixth month of pregnancy,
unless it is the last month of school.

1. 5. Such leave of absence can be for a period of up to one (1) year, if
2. necessary, and may be renewed at the discretion of the Board.
3. 6. The above provisions shall apply to teachers who have been employed
4. in the system a minimum of six school months.
5. 7. Accumulative sick leave is not to be used as Maternity Leave. How-
6. ever, if complications arise within fourteen days after the birth, sick
7. leave pay will commence on the fifteenth day after the teacher was sched-
8. uled to report to work if the teacher is unable to report to work.

9. **B. Military Leave**

10. The Board shall grant a military leave of absence in accordance with Act
11. 145 of 1943 as amended.

12. **C. Personal Business Leave for One (1) Year**

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

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

18. **1. Emergency Leave**

19. Emergency leave shall be granted for the following reasons: illness or
20. death in the immediate family. (Immediate family shall be interpreted as fol-
21. lows: husband, wife, child, sister, brother, parent, grandparents, grandchild-
22. ren, mother-in-law, father-in-law, sister-in-law, and brother-in-law of the
23. employee.) With special permission from the superintendent, emergency leave
24. may be granted for death of other close relatives or close friends.

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

27. **2.** At the beginning of every school year, each teacher shall be credited
28. with two (2) days for personal business. One day will be allowed with full
29. pay, and one day deducted from teachers accumulated sick leave, provided it
30. does not in any way injure the program of the school. A personal business day
31. may be used for any purpose

1. at the discretion of the teacher. A teacher planning to use a personal leave
2. day or days shall notify his principal at least one day in advance, except
3. in cases of emergency.

4. E. Illness or Disability

5. 1. At the beginning of each school year each teacher shall be credited
6. with a twelve day sick leave allowance to be used for absences caused by ill-
7. ness or physical disability of the teacher. The unused portion of such allow-
8. ance shall accumulate to one hundred twenty (120) days.

9. 2. A beginning teacher shall be permitted six (6) days during the first
10. semester, effective the first day of the Contract, and six (6) days during
11. the second semester, effective the first day of the smmester.

12. 3. At the beginning of each school year each teacher shall contribute
13. one day of the foregoing sick leave allowance to a common bank to be administered
14. by the Association and administration. Teachers who have exhausted their ac-
15. cumulated personal sick leave allowance may withdraw up to one-half of the
16. available balance as determined by the Association and administration, from
17. the common bank, provided that there are sufficient days available in the bank.

18. 4. Any teacher whose personal illness extends beyond the period compen-
19. sated as described above, shall be granted a leave of absence without pay for
20. a period not to exceed one year, renewable at the discretion of the Board.
21. Upon direct return from leave, said teacher shall be assigned to the same po-
22. sition, if available, or a substantially equivalent position.

23. 5. Any employee who is injured shall receive such compensation and ex-
24. penses as are prescribed by the Workmen's Compensation Law of the State. Such
25. compensation shall be supplemented with an amount sufficient to maintain his
26. regular salary for a period not to exceed his sick leave reserve. Such reserve
27. shall be charged only for that portion in excess of the compensation payment.

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

1. F. Sabbatical Leave

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

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

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

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

19. a. the estimated value of the plan to the individual and the school
20. system,
21. b. the amount of seniority,
22. c. the length of time since the last sabbatical leave.

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

26. G. Court Leave

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

Article XIII

Annuities

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

Article XIII

Miscellaneous Provisions

4. A. No polygraph or lie detector device shall be used in any investigation of
5. any teacher.
6. B. All individual teacher contracts shall be made expressly subject to the
7. terms of this Agreement which covers the same school year as the individual teacher
8. contract. The provisions of the Agreement shall be incorporated into and be con-
9. sidered part of the established policies of the Board.
10. C. Copies of this Agreement shall be printed at the expense of the Board and
11. presented to all teachers now employed or hereafter employed by the Board.

Article XIV

Academic Freedom

12. A. The parties seek to educate young people in the democratic tradition, to
13. foster a recognition of individual freedom and social responsibility, to inspire
14. meaningful awareness of and respect for the Constitution and the Bill of Rights, and
15. to instill appreciation of the values of individual personality. It is recognized
16. that these democratic values can best be transmitted in an atmosphere which is free
17. from censorship and artificial restraints upon free inquiry and learning, and in
18. which academic freedom for teacher and student is encouraged.
19. B. Academic freedom shall be guaranteed to teachers, and no special limitations
20. shall be placed upon study, investigation, presenting and interpreting facts and
21. ideas concerning man, human society, the physical and biological world and other
22. branches of learning subject only to accepted standards of professional educational
23. responsibility.

1. C. Freedom of individual conscience, association and expression will be en-
2. couraged and fairness in procedures will be observed both to safeguard the legiti-
3. mate interests of the schools and to exhibit by appropriate examples the basic ob-
4. jectives of a democratic society.

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

Article XV

Teacher Evaluation

7. A. When deemed necessary, the work performance of all teachers shall be evalu-
8. ated in writing. All teachers shall be evaluated according to the tenure law.

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

11. C. Each teacher shall have the right, upon request, to review in the main of-
12. fice the contents of his own personal file as pertains to his work in the school
13. district. A representative of the Association may be requested to accompany the
14. teacher in such review.

15. D. A teacher shall at all times be entitled to have present a representative
16. of the Association when he is being reprimanded, warned, or disciplined for any
17. infraction of discipline or delinquency in professional performance. When a request
18. for such representation is made, no action shall be taken with respect to the teacher
19. until such representative of the Association is present.

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

Article XVI

Cost of Living

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

Article XVII

Professional Improvement

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

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

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

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

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

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 with
3. assault, and

4. 2. Assist the teacher by rendering legal service in protecting the teacher's
5. rights.

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

11. Clause TT

12. A student expelled from class for an indefinite period of time will, accompanied
13. by a parent or guardian, meet with the Board to review the situation before read-
14. mittance to class.

15. D. Suspension of students from school may be imposed only by the Board or
16. designated representative. School authorities will endeavor to achieve correction
17. of student misbehavior through counselling and interviews with the child and his
18. parents when warranted. When a teacher has one or more pupil in class who consti-
19. tute serious behavioral problems as determined by the Superintendent, principal,
20. and teacher, appropriate recognition shall be given by way of reduced class size,
21. greater or more frequent relief periods, or additional compensation as agreed be-
22. tween the Board and the Association.

23. E. If any teacher is complained against or sued as a result of any action
24. taken by the teacher while in pursuit of his employment, the Board will provide
25. legal counsel and render all necessary assistance to the teacher in his defense, un-
26. less the teacher is proven negligent.

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

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

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

Article XX
Insurance Protection

22. Teachers are encouraged to provide for their protection comprehensive pub-
23. lic liability insurance in an amount not less than \$100,000 for each occurrence or
24. accident. Coverage should be sufficiently broad to protect teachers involved in ex-
25. tra-curricular activities carried on directly or indirectly under the auspices of the
26. Board or it's representatives and should include protection against risk of injury
27. from unusual hazards incident to supervising athletics, teaching shop, or art.
28. The Board will give consideration to group life insurance protection which shall
29. pay to the teacher's designated beneficiary the sum of \$10,000 upon death with pro-
30. vision for double indemnity in the event of accidental death.

Reduction in Personnel and Annexations and Consolidations of Districts

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

Article XXII

Salary Schedule

18.	Step	Index	B.A.	M.A.
19.	0	1.00	\$ 6,700	\$ 7,200
20.	1	1.05	7,035	7,560
21.	2	1.10	7,370	7,920
22.	3	1.15	7,705	8,280
23.	4	1.20	8,040	8,640
24.	5	1.25	8,375	9,000
25.	6	1.30	8,710	9,360
26.	7	1.35	9,045	9,720
27.	8	1.40	9,380	10,080
28.	9	1.45	9,715	10,440
29.	10	1.50	10,050	10,800
30.	11	1.54	10,318	11,088
31.	12	1.58	10,586	11,376

32. Starting with the 1967-68 school year non-degree teachers will not be employed by
33. the Board until all efforts have been made to hire a degree teacher. When such non-

1. degree teachers are hired the following schedule will be used as a base salary:

2. 60-89 hours	\$1000 below base	90-100 hours	\$800 below base
3. 101-110 hours	\$700 below base	111-120 hours	\$600 below base
4. 121-130 hours	\$500 below base		

5. Board shall pay \$18 per month toward one of the following: MEA Super Med Health
6. Insurance or MEA Tax Deferred Annuities.

7. Professional Growth: A teacher who has earned more than fifteen semester hours of
8. graduate credit, after receiving BS or BA degree, shall have his salary adjusted at
9. the rate of \$25 per semester hour above fifteen hours, to a total of thirty-one se-
10. mester hours, or a total of \$400.

11. B. Years of Experience Determination

12. 1. Degree Teaching Experience

13. a. A teacher will receive full credit for up to nine (9) years of
14. degreed teaching experience outside of the Bark River-Harris District.

15. b. A teacher will not be given credit for more than nine (9) total
16. yeras for total experience; including military service.

17. 2. Non-degree Teaching Experience

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

21. b. By combining provisions of sections laand 2 of this schedule as
22. herein described, a teacher may not accumulate more than nine (9) years
23. of experience for credit on the salary schedule.

24. c. A non-degree teacher with a Life Certificate employed in the
25. Bark River-Harris District prior to 1965-66 shall receive a beginning sal-
26. ary of 93% of the B.S. base and will receive a 4% increase of the B.S. base
27. as a yearly increment with the maximum salary being 141% of the base.

28. 3. Military Experience

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

Supplemental Salary

1.	<u>Title of Position</u>	<u>Compensation</u>
2.	High School Librarian	\$150 each
3.	Sr. Class advisor	\$75 each
4.	Jr. Class advisor	\$75 each
5.	Sophomore Class advisor	\$25 each
6.	Freshman Class advisor	\$25 each
7.	Yearbook advisor	\$200
8.	Athletic director	\$100
9.	Football coach	\$325
10.	Basketball (varsity)	\$525
11.	Basketball (J.V.)	\$225
12.	Track	\$75
13.	Basketball (7-8th)	\$225
14.	Track (7-8th)	\$75
15.	A traveling expense allowance of 10¢ per mile will be paid to any teacher who must	
16.	use his own car for school connected travel. (except travel to the from his regu-	
17.	lar classroom assignment)	
18.	A. The parties recognize that children having special physical, mental and	
19.	emotional problems may require specialized classroom experience and their presence	
20.	in regular classrooms may interfere with the normal instructional program and place	
21.	extraordinary and unfair demands upon the teacher. The Board shall take advantage	
22.	of any facilities provided for by the Intermediate Board.	
23.	B. The Board shall furnish without charge a smock coat for home economics and	
24.	industrial arts teachers.	
25.	C. The Board recognizes that appropriate texts, library reference facilities,	
26.	maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic	
27.	equipment, current periodicals, standard tests and questionnaires, and similar ma-	
28.	terials are the tools of the teaching profession. The parties will confer from time	
29.	to time for the purpose of improving the selection and use of such educational tool ^s	

1. and the Board undertakes promptly to implement all joint decisions thereon made by
2. its representatives and the Association. The Board agrees to keep schools reason-
3. ably and properly equipped and maintained.

4. D. Existing telephone facilities shall be made available to teachers for their
5. reasonable use. No long distance calls may be charged to the school district with-
6. out permission of the building principal and/or superintendent.

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

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

12. G. The teachers may be required to perform extra services outside of the a-
13. bove stated school day, at the hourly rate of the teacher, arrived at by dividing
14. the annual salary by 1350 hours.

15. H. The Board shall make payment of insurance premiums for each employee to
16. provide insurance coverage for the full twelve month period commencing September
17. 1st and ending August 30th. When necessary, premiums in behalf of the teacher shall
18. be made retroactively or prospectively to assure uninterrupted participation and
19. coverage. This pertains only to new teachers coming from out of the State of
20. Michigan.

Article XXIII
Professional Grievance Procedure

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

25. B. In the event that a teacher believes there is a basis for a grievance, he
26. shall first discuss the alleged grievance with his building principal either person-
27. ally or accompanied by his Association representative.

28. C. If, as a result of the informal discussion with the building principal,
29. a grievance still exists, he may invoke the formal grievance procedure on the form
30. set forth in Article XXIV, signed by the grievant and a representative of the As-

sociation, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

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

E. If the Association is not satisfied with the disposition of 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, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

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

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to Binding Mediation before an impartial Mediator. The Board and the Association shall not be permitted to assert in such Mediation proceeding any ground or to rely on any evidence not previously disclosed to the other party. The Mediator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the

1. Mediator and agree that judgement thereon may be entered in any court of competent
2. jurisdiction.

3. H. If any probationary teacher for whom a grievance is sustained shall be found
4. to have been unjustly discharged, he shall be reinstated with full reimbursement
5. of all professional compensation lost. If he shall have been found to have been
6. improperly deprived of any professional compensation or advantage, the same or its
7. equivalent in money shall be paid to him.

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

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

20. K. Miscellaneous

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

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

Article XXIV

Professional Grievance Report

1. Park River-Harris Schools District: Grievance Number: _____

2. School: _____ Date of Violation: _____

3. Date of Grievance: _____

4. Subject to provisions of the professional negotiations agreement between the Board
5. and the Association, I hereby authorize the representative or representatives of
6. the Association recognized by the Board as my collective bargaining representative
7. to process this request or claim arising therefrom in this or any other stage of
8. the professional grievance procedure, including mediation, or to adjust or settle
9. the same.

10. Statement of the grievance:

11. Remedy requested:

12. Approved for processing:

13. _____

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

14. Date: _____

15. Principal's Disposition:

16. Date: _____

Signature of Principal

17. Association's Disposition: Satisfactory _____ Unsatisfactory _____

18. Date: _____

19. Superintendent's Disposition:

20. Date: _____

Signature of Superintendent

21. Association's Disposition: Satisfactory _____ Unsatisfactory _____

22. Board's Disposition:

23. Date: _____

Signature of Board President

24. Association's Disposition: Satisfactory _____ Unsatisfactory _____

25. Date: _____

1. Mediator's Disposition:

2. Date: _____

Signature of Mediator

Article XXV

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

Article XXVI

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

Article XXVII

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

Article XXVIII

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

Article XXIX

Duration of Agreement

18. This Agreement shall be effective as of July 1, 1969 and shall continue in effect
19. until the 30th^{of} June, 1970. This Agreement shall not be extended orally and it is
20. expressly understood that it shall expire on the date indicated.

21. Education Association

Board of Education

by Paul J. Blawie
Its president

by Clarence Ray
Its president

Morgan B. Bruce
Ray LaRocca

Howard L. Erickson
Cyril M. Hansen

Dated this 1st day of July, 1969

Bark River-Harris Schools
1969-70 School Calendar

- | | |
|-----------------------|---------------------------------------|
| 1. September 1 | Labor Day |
| 2. September 2 | Teachers--9:00, Students--1:15 |
| 3. October 2 and 3 | M.E.A. Convention |
| 4. November 17 | Deer Hunting |
| 5. November 27 and 28 | Thanksgiving Vacation |
| 6. December 19 | Last day of school before Christmas |
| 7. January 5 | Classes resume |
| 8. January 23 | End of 1st Sem.--morning session only |
| 9. March 27-31 | Easter Vacation |
| 10. May 24 | Baccalaureate |
| 11. May 28 | Commencement |
| 12. June 5 | School closes for year |

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