

6-30-68

Lakewood 67-68  
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Lakewood Public Schools  
(Benning County)

MEA  
1216 Hendale  
East Lansing, Mich.  
48823

2 No  
3: 6-30-68  
4 No  
5: Yes

## ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding superintendent, assistant superintendent, principals, and athletic director. The term teacher, when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Lakeshore Education Association for the duration of this Agreement.

## ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Board agrees to furnish to the chairman of the negotiating committee of the Association requested information, when adopted as public information, concerning the financial resources of the district, including but not limited to; annual financial reports and audits, register of certificated teaching personnel, budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of contracted teachers, and other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their pupils, together with information which may be necessary for the Association to process any grievance or complaint. Said requests will be made to Superintendent and/or Assistant Superintendent only and the original copy shall be examined in the Board office in the presence of the Superintendent or the Assistant Superintendent.

D. The Board may consult with the Association on any or modified fiscal budgetary, or tax program, construction programs or major provisions of educational policy, which are proposed or under consideration and the Association may be given the opportunity to advise the Board with the respect

ARTICLE II (continued)

to said matters prior to their adoption and/or general publication. Said Association's advice will not be binding upon the Board.

E. Consistant with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, martial status, nor national origin.

F. Membership in the Association shall be optional during the course of employment in the Lakeshore Public Schools.

G. The Association or any other similar Organizations shall be prohibited from using the mailboxes for the dissemination of Association notices and/or literature. The Association shall have the right to a bulletin board in the teacher's lounge in each building for such use. The Association shall have the right to the use of a room for Association meetings with the prior consent of the principal and further that it does not conflict with the educational program and the ordinary work schedule of the custodian. The Association shall comply with all Board policies regarding the use of the school plant. The Association shall have the use of a spirit duplication machine and be liable for damages and shall be responsible for the cost of the material used. Permission for use of the duplicating machine shall be obtained from the Superintendent and Assistant Superintendent and duplicating shall be done by Association personnel only.

H. The Association shall not meet with Michigan Education Association Field Representatives during the normal working day of the teacher.

### ARTICLE III - RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Public Act 379 of the Michigan Public Acts of 1965, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the United States.

ARTICLE IV - DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers, prior to September 15, 1967, may sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association including the National Education Association and the Michigan Education Association. Such authorizations shall be made each year.
- B. The deductions of membership dues shall be made from one regular pay check each month, for ten months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- C. Teachers contracted after September 15, 1967, shall pay their dues directly to the Association treasurer.
- D. The Board shall not be held responsible for any dues money once it is remitted to the Association treasurer.
- E. The accounting system of the Association shall not be a responsibility of the business office of the Board.

## ARTICLE V - TEACHING HOURS, DUTIES AND CLASS LOAD

- A. Teachers shall be required to report, in person, for duty no less than 30 minutes before the start of the regular school schedule. The teacher shall remain a minimum of 30 minutes after the close of the regular school schedule, 15 minutes on Friday and on days preceding holidays or vacations. Each teacher shall be in his assigned classroom (unless excused by the Principal) 20 minutes prior to the first A.M. class and 5 minutes prior to the first P.M. class. At the close of the classes for the day teachers shall remain in their classroom a minimum of 10 minutes. The school day for grades kindergarten through 6th grade shall be 9:00 A.M. to 3:40 P.M., and for grades 7 through 12 it shall be 8:15 A.M. to 2:55 P.M.
- B. The teaching load of a teacher of the secondary school will be limited to not more than 5 preparations of different subject areas and/or subject levels.
- C. It is recognized by the Board that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers and the best interest of the District as deemed administratively feasible. The general class size will be established by the subject taught. For most classroom teaching situations requiring one teacher the student-teacher ratio may be 25-1.
- D. If a secondary teacher shall teach more than the normal teaching periods as set forth in this section, he shall receive additional compensation prorated to  $\frac{1}{6}$  his base pay. The acceptance of the teaching assignment will be voluntary.
- E. A duty free lunch period will be given each teacher. Said lunch period will coincide directly with the lunch of the students under his jurisdiction.
- F. Elementary teachers will be provided two fifteen-minute relief periods each day except when on A.M. and P.M. assigned recess duty. Teachers assigned to recess duty in inclement weather shall have recess inside providing it does not conflict with physical education classes. At this time arrangements will be made to cover supervision of the students within the teaching staff. Those students who cannot participate in outside recess activities shall be under the jurisdiction of one teacher within the school.
- G. Secondary school teachers will be provided one regular preparation period according to the scheduled assignment. Elementary teachers will be

ARTICLE V (continued)

allowed to use for preparation, all the time during which their entire class is receiving instruction from various teaching specialists. Preparation time means planning lessons, materials, correcting papers, and other related classroom connected educational matters. It is clearly understood that this is preparation time and is to be used as such, unless permission is granted otherwise by the Principal.

H. A teacher will not be expected to collect money for any purpose other than classroom activities.

I. A teacher will not be expected to participate in extra-curricular functions not initiated by school personnel. In the event that classroom, time consuming activities are contemplated, the teachers to be involved are to be consulted and the planned activity approved by said teachers before the activity is begun.

J. Teachers shall complete thorough weekly lesson plans and a copy shall be turned in to the Principal's office by Friday of each week for the following week.

K. Teachers shall mark report cards very thoroughly in all areas.

L. Secondary teachers shall make known to the Principal and the parents at the midpoint of marking periods the possibility of a student failing the class or any noticeable drop in achievement.

M. Teachers shall attend curriculum and staff meetings by buildings or systemwide and such meetings may extend beyond the time limits as stated in Section A of Article V.

N. Teachers shall participate in Open-House and Parent Conference activities.

O. Teachers are recommended to participate in Parent-Teacher Associations.

P. During teacher institute days, teachers will have the option of attending the institute meetings or to report to their school building for a planning or workday. Absenteeism shall result in loss of per diem pay. Teachers shall notify their principal prior to the institute so they may accept the option of the plans. It shall be the responsibility of the Association to report membership attendance at the institute meetings. Notice of attendance shall be submitted to the Principal's the Monday following the institute meetings.



ARTICLE V (continued)

Q. The term preparation period shall be construed to include the use of this period for purposes other than preparation when deemed necessary in the judgment of the Principal.

R. Nothing contained herein prohibits the right of the Board from assigning the extra responsibility normally associated with the teaching profession. Such responsibility shall be the following:

1. Voluntary supervising activity clubs.
2. Maintaining discipline in the halls while classes are passing.
3. Maintaining discipline during school activities.
4. Attending all assemblies.
5. Maintain a pleasant learning environment in the classroom.
6. Establish a routine for classroom management.
7. Develop a system of classroom housekeeping (shades, desks in rows, paper off the floor and lights turned off).
8. Remind students of proper dress and appearance.
9. Attire and appearance of teachers should set an excellent example for a good teaching and learning situation.

ARTICLE VI  
TEACHING ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

A. Definitions:

1. Assignment shall mean a specific grade level or subject or subjects.
2. Transfer shall mean a change of schools within the system.
3. Promotion shall mean a change to an administrative or supervisory capacity.

B. Minimum requirements for initial employment of teachers shall be the possession of a Bachelor's degree and a valid Michigan Elementary or Secondary Provisional Certificate or its equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education Regulations.

C. Notices of all vacancies and newly created positions (teaching and administrative) shall be posted on the bulletin board of all teacher's lounges for not less than seven (7) days. Written applications shall be made to the Superintendent of Schools if a teacher wishes to be considered for these vacancies. Said written applications shall be made within these seven (7) days. No vacancy shall be permanently filled until after these seven (7) days.

D. The final determination of assignments, promotions, and transfers is vested in the Board: However, it shall not assign or transfer a teacher without prior discussion with the teacher. Such transfers and assignments shall be on a voluntary basis when possible. In making involuntary assignments and transfers the conveniences and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the pupils and the school district.

E. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants from outside the School District. The parties recognize, however, that the filling of vacancies at the administrative levels and the filling of newly created administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

F. The Michigan Teacher Tenure Act will apply in all areas of teacher employment.

ARTICLE VI (continued)

G. Teachers will be notified, in writing, of their tentative assignment as soon as practicable.

## ARTICLE VII - ILLNESS - DISABILITY

- A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance. Annual sick leave shall be cumulative to and including seventy-five (75) school days. It is understood that this time may be used for personal illness. Up to three (3) days may be used for absence due to serious illness of a member of the immediate family or death of such member. The immediate family is defined as spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, and grandchild. Borrowing of future sick leave shall be prohibited.
- B. At the beginning of each school year a written notification shall be given each teacher as to sick days accumulated, but in no case shall the accumulated total exceed the maximum seventy-five (75) days.
- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmens Compensation law shall receive from the Board the difference between the Workmens Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up his so called sick leave allowance.
- D. Doctor and dental appointments shall be deemed as sick leave.
- E. Sick leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time basis shall have their sick leave prorated.
- F. It shall be the obligation of the teacher to notify the designated person at their assigned school when he will be absent. Failure to notify shall result in per diem loss of pay.
- G. Any teacher whose personal illness extends beyond the period compensated under this Article VII shall be placed on leave of absence, via written request, without pay for such time as is necessary within the tenure act for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- H. Teachers may be required to have a clearance certificate signed by a Doctor of Medicine to resume his position.

## ARTICLE VIII - LEAVES OF ABSENCE

A. BUSINESS DAYS: Three (3) days per year, non-accumulative shall be provided each regular teacher as leave for business (professional, family obligations and family business, a teacher might encounter and which cannot be met outside the regular school day). A statement of purpose to the Principal and Superintendent shall be required for approval prior to the leave. A business leave day shall not be granted for the day preceding or the day following holidays or vacations. A business leave day shall not be granted for the first and last days of the school year. Failure to comply shall result in loss of per diem pay. No more than two (2) teachers per building shall be granted business leave on the same day. Business leave days shall not be counted as sick days.

B. MATERNITY LEAVE:

1. As soon as pregnancy is determined the teacher shall immediately arrange for a withdrawal from service by informing the Superintendent in writing.
2. The privileges under this policy shall be forfeited in the event the teacher shall fail to provide the information promptly.
3. A non-tenure teacher in the system becoming pregnant, automatically terminates her employment with the Board, effective at least four (4) months preceding the anticipated date of birth of the child; subject to reasonable adjustment to coincide with a natural break in the school year.
4. A tenure teacher becoming pregnant shall request, in writing, and receive a leave of absence effective at least four (4) months preceding the anticipated date birth, subject to reasonable adjustment to coincide with a natural break in the school year and shall continue at least six (6) weeks after the birth of the child but not exceeding one (1) year.
5. It shall be the teacher's responsibility to indicate in writing to the Superintendent her intent to return. The absence of this request implies an automatic resignation. Reinstatement will be made to a position as closely

ARTICLE VIII (continued)

similar as possible to that occupied before leaving, providing such a position is available. The teacher shall present a certificate of good health signed by a Doctor of Medicine.

6. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation with the understanding that salary increment and other benefits accumulated before the leave will be retained upon reinstatement.

C. EXCHANGE TEACHING, PEACE CORPS, PROFESSIONAL ASSOCIATION OFFICER, MILITARY LEAVE, PUBLIC OFFICE: For the above listed leaves of absence the following conditions shall apply:

1. Requests for leaves shall be in writing.
2. Eligibility shall be based on a minimum of two (2) continuous years of employment in the district.
3. All leaves shall be limited to one year; further extensions shall be at the approval of the Board.
4. Salary increments shall not accrue, except for exchange teaching.
5. Sick leave days shall not accrue, but unused sick leave days held prior to the leave shall be reinstated.
6. Written notice of intention to either return or resign shall be given the Superintendent by March 1st of the year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is certified.
8. Leaves shall be without pay.

D. MILITARY SERVICE: Should a teacher be drafted, or enlist for the first period of enlistment, the teacher shall be credited with his salary increment. All other stipulations shall be in effect.

ARTICLE VIII (continued)

E. PROFESSIONAL ASSOCIATION ACTIVITIES: The Board shall grant leave for attendance at Association activities, for appropriate Association representatives, with the prior approval of the Superintendent. The Association shall be responsible for the teacher's per diem, mileage and activity expenses. The Board shall pay for the substitute teacher.

## ARTICLE IX - TEACHER EVALUATION

A. Each teacher within the system shall be evaluated at least once every school year by his immediate supervisor or administrator. The results of each evaluation will be made known to the teacher in private conference with his immediate supervisor.

B. The process of conducting an evaluation will be done by the supervisor or administrator with a minimum of embarrassment to the teachers and or disruption of his teaching. All monitoring or observation of the classroom and outside visit of a teacher shall be conducted openly and with full knowledge of the teacher.

C. Each individual evaluation will be based on a classroom visit for at least 30 consecutive minutes and outside observations.

D. A copy of the written evaluation shall be given to the teacher at the time of the evaluating conference.

E. Each teacher shall have the right upon request to review the contents of his own personnel file in the presence of the Superintendent and/or Assistant Superintendent in the central Administration Office except confidential employment credentials. A representative of the Association may, at the teacher's request, accompany the teacher in this review.



## ARTICLE X - PROFESSIONAL BEHAVIOR

A. All teachers of the Lakeshore School District shall comply with the rules, regulations and directions adopted from time to time by the Board, which are not inconsistent with this agreement.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association to define acceptable criteria of professional behavior. The Association shall deal with the ethical problems in accordance with the terms of the code.

C. Alleged breaches of discipline of the Code of Ethics of the Association shall be promptly reported to the offending teacher and Association. These reports shall not be a basis for a grievance procedure.

D. In a case where there is just cause for the discipline or reprimand of a teacher, that teacher may request the presence of a representative of the Association. At that time, all information forming the basis for disciplinary action will be made available to the teacher and his representative. Said conference shall not be held during the normal hours of instruction.

E. No teacher shall be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of the Board, moral misconduct, or disability, mental or physical, as shown by competent medical evidence as derived by the Board at the expense of the Board.

## ARTICLE XI - PROFESSIONAL IMPROVEMENT

The Association recognizes that the intent of the Board in providing this leave is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects and to attend select professional conferences which should result in benefits to the Lakeshore Public School's educational program. The Board agrees to provide upon application (after the visitation or conference is completed and a written summary is presented) the necessary funds (travel, meals, lodging, registration fee and substitute teacher). Approval to attend shall be obtained from the Principal and Superintendent. Whenever it is possible, the school car shall be used. The number of teachers allowed to leave at any one time shall be within the discretion of the Administration.

ARTICLE XII - CONTINUITY OF OPERATIONS

A. The Association agrees, that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

B. The Board agrees that, it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Should it become necessary due to the Acts of God to meet minimum requirement days of attendance to obtain full State Aid, teachers shall report for duty at no cost to the Board. Teachers need not report when school is closed due to the Acts of God.

D. Should it become necessary to meet minimum requirement attendance days to obtain full State Aid due to causes other than the Acts of God, teachers shall report for duty at no cost to the Board.

ARTICLE XIII - SCHOOL CALENDAR

A. Staff meetings shall be held immediately following Labor Day. The thirty-eight (38) week calendar shall be interpreted to include instruction days plus teacher days for preschool orientation plus record days.

B. Teachers assigned to extra-curricular activities that are permissible to be conducted shall do so prior to the first teacher duty day as defined in Section A.

C. See Appendix, page 1 - School Calendar

#### ARTICLE XIV - SPECIAL TEACHING SITUATIONS

A. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher. There shall be no more than one student teacher per year per teacher. A student teacher shall not be used as a substitute teacher unless an emergency situation occurs.

B. In the case of a regular staff member substituting during his preparation for an absent teacher, this individual would be paid five dollars for each period in the High School and prorated on the basis for a full-time substitute for the Junior High School. Making arrangements for substitute assignments, which shall be voluntary, shall be the duty of the Administration. At no time will it be permitted to have a teacher contact teachers to substitute unless approved by their immediate supervisor.

C. Teachers shall be notified by their immediate supervisor as soon as practicable when their requisitions are approved or rejected.

D. Teachers shall follow the prescribed manner for ordering all supplies. Teachers ordering supplies and equipment without a purchase order issued from the business office shall be held personally responsible for the payment of that purchase.

E. Teachers shall not have their classes interrupted by salespeople. If a salesperson is to be seen, it should be arranged to take place during preparation periods, or preferably after school hours.

F. Teachers released from regular classroom teaching assignments because students are absent due to a school connected activity shall be called upon to substitute at no additional expense to the Board.

## ARTICLE XV - COUNSELING

- A. Time beyond the normal school year shall be decided by the Administration after consultation with the counselors.
- B. The Elementary counselor shall not be subject to playground duty.
- C. Counselors shall be subject to substitute assignments only in cases of emergency.
- D. Counselors shall have the same time schedule as teachers with the exception of those times when their services are required to administer tests which might be scheduled outside of this time schedule.
- E. It is recommended that no more than 300 students be assigned to each counselor.
- F. Counselors shall continue to be employed as full-time guidance personnel as opposed to part-time guidance and part-time teachers insofar as practicable as deemed necessary by the Administration.

ARTICLE XVI - VOCATIONAL AGRICULTURE

- A. The teacher shall be employed on a fifty (50) week basis with the two (2) week break in the summer as his vacation.
- B. Salary for the fifty (50) week year shall be prorated on the basis of the regular teacher salary for the regular school year.
- C. The teacher shall be entitled to two (2) weeks vacation during the summer, with these weeks being scheduled within the summer program and at the option of the teacher and approval of the Administration.
- D. The teacher shall be entitled to three (3) weeks advanced study annually which shall include the two (2) week summer vacation.
- E. A program of work shall be detailed by the teacher of the summer program and presented to the Administration on each Monday.

## ARTICLE XVII - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Administration and the Lakeshore School Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is recognized that a student requires attention from special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such a student.
- B. A teacher must first attempt to solve a discipline problem within his classroom or the building's halls. If necessary, the teacher may use force to protect himself from attack or to prevent injury to another person. The teacher should make his administrator aware of chronic misconduct or disturbance on the part of a particular student, and when necessary, receive assistance from his administrator in alleviating this particular problem.
- C. It is necessary that all teachers in our system be familiar with the acceptable policy on discipline, as well as the rules of proper conduct for the student body. Such awareness should come during the pre-school conference, when various principals can outline the policy on discipline and these rules of conduct. At that time, teachers will be informed of these policies and rules and will be required to enforce them thereafter.



ARTICLE XVIII - INSURANCE PROGRAM

A. The Board shall provide payroll deduction for those teachers who wish to enroll in the Blue Cross - Blue Shield Insurance Program.

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

## ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE

### A. DEFINITION:

1. A grievant is a person or persons claiming a grievance.
2. The term teacher includes individual or groups who are members of the bargaining unit covered by this Agreement.
3. Building representative is the spokesman for the Association assigned to a given building.

B. An alleged grievance by a Teacher or Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement, may be processed as hereinafter provided.

C. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule A. The grievance must be signed by the grievant and the building representative of the Association. A copy of the grievance form shall be delivered to the immediate Administrator. If the grievance involves more than one school building it may be filed with the Superintendent or a representative designated by him.

D. Any teacher at any time may present an oral complaint to this immediate Supervisor and have the oral complaint adjusted, without intervention of the Association. If the adjustment is not inconsistent with the terms of this agreement, then in effect, provided the Association representative has been given the opportunity to be present at such adjustment.

### E. PROCEDURE:

Step 1: If a teacher does not file a grievance in writing with the Principal or other designated Board representative within three (3) school days after the occurrence, then the grievance shall be considered waived.

Step 2: Within three (3) school days of the receipt of the grievance, the administrator shall meet with the teacher and building representative in an effort to resolve the grievance. The administrator shall indicate his disposition of the grievance in writing within three (3) days of such meeting and shall furnish the grievance record to the building representative.

ARTICLE XIX (continued)

Step 3: If the building representative is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing whichever shall be later) the grievance should be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the Association Grievance Committee and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish the grievance record to the Association Grievance Committee.

Step 4: If the Association's Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days or six (6) school days from the date of filing whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy with the secretary or his designee. The Board no later than its next regular meeting, providing that the grievance is in the Superintendent's office no later than the first Monday of the month in order to be placed on the agenda that is mailed to the Board prior to the meeting, shall have a hearing on the grievance, review such grievance 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 (7) days thereafter. A copy of the Grievance record shall be furnished to the Association's Grievance Committee.

F. If the Board, the grievant, and the Association Grievance Committee shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board be appealed to the mediation and fact-finding procedures established by Act 379, P. A. 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board, and the Board within said (10) ten day period and if not so delivered, the grievance shall be deemed abandoned.

ARTICLE XIX (continued)

G. The grievance procedure shall in no way interfere with assigned duties. The involvement of students in all phases of the grievance procedure shall be avoided.

H. Should an alleged oral complaint be resolved between the teacher and administrator, the alleged grievance shall not be the basis for a grievance by the Association.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional actual wages lost, minus withholding tax, social security and retirement from the date of discharge.

J. The sole remedy available to any teacher for any alleged breach of his Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of his right to pursue any legal statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of the Article.

K. The placement of a probationary teacher to a third year probation, on the failure to place a third year probationary teacher to a tenure status are not basis for grievance.

L. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall exert its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

M. Grievance procedure and record - see Appendix pages 2 and 3.

ARTICLE XX - SALARY SCHEDULE

<u>Exp.</u>	<u>Index</u>	<u>B. A.</u>	<u>M. A.</u>	<u>Non Degree</u>
0	1.00	\$ 5900	\$ 6300	\$ 5000
1	1.04	6136	6552	5200
2	1.08	6372	6804	5400
3	1.12	6608	7056	5600
4	1.16	6844	7308	5800
5	1.20	7080	7560	6000
6	1.24	7316	7812	
7	1.28	7552	8064	
8	1.32	7788	8316	
9	1.36	8024	8568	
10	1.40	8260	8820	
11	1.44	8496	9072	

Up to seven (7) years outside experience may be applied towards placement on the salary guide. Experience must be in the previous (7) years.

ARTICLE XX - SALARY SCHEDULE  
 B1 - EXTRA PAY FOR EXTRA DUTIES

Athletic Director.....	\$1000
Jr. High Athletic Director.....	300
Varsity Football & Basketball .....	800
(\$30 per year for 5 years)	
Assistant Varsity Football.....	500
(\$20 per year for 5 years)	
Jr. Varsity Football.....	450
(\$20 per year for 5 years)	
Assistant JV Football.....	350
(\$20 per year for 5 years)	
Freshman Football.....	350
(\$20 per year for 5 years)	
7-8 Football.....	300
(\$20 per year for 5 years)	
Assistant 7-8 Football.....	200
(\$20 per year for 5 years)	
Jr. Varsity Basketball.....	500
(\$20 per year for 5 years)	
Freshman Basketball.....	350
(\$20 per year for 5 years)	
7-8 Basketball.....	250
(\$20 per year for 5 years)	
Baseball, Tract, Wrestling.....	400
(\$20 per year for 5 years)	
7-8 Track.....	200
(\$20 per year for 5 years)	
Cross Country.....	250
(\$20 per year for 5 years)	
Golf.....	300
(\$20 per year for 5 years)	
Cheerleading - High School and Junior High School.....	75
Class Sponsors	
9, 10 - One (1) teacher per class.....	75
11, 12 - Two (2) teachers per class.....	75
Dramatics.....	125 (per play)
Debate.....	100
Forensics.....	100
Student Council: High School and Junior High School.....	50
Yearbook (1 Advisor).....	150
Newspaper.....	100
Guidance Coordinator.....	325
Band High School.....	500
Band Junior High School.....	350

## ARTICLE XX - SALARY PROPOSALS

C. SUBSTITUTE PAY: The Board agrees to pay substitutes \$25.00 per day for the first through the tenth day. \$30.00 per day for the 11th through the 20th day in the same assignment and starting the 21st day in the same assignment the teacher will be put on the salary schedule in accordance with experience and certification. Half-day substitutes shall be paid \$15.00.

D. PAY FOR HOURS BEYOND A DEGREE:

1. For each graduate semester hour, or equivalent, beyond the B.A. - B.S. degree, the teacher shall be paid \$10.00 per hour. A grade of B or better shall be given credit and the hours shall apply toward a Master's program or a Master's degree whichever is greater.
2. For each graduate semester hour, maximum of 30, beyond the M.A. the teacher shall be paid \$10.00, a grade of B or better shall be given credit. The Superintendent's approval of the course taken shall be required.
3. Pay for extra hours shall be based upon a certified transcript (not report cards) which must be received by the business office no later than October 2, 1967. Hours earned during the school year shall apply to the 1968-69 school year contract.
4. If a degree or or an additional degree is obtained during the 1967-68 school year, the change in salary shall apply to the 1968-69 salary.
5. All teachers that are presently receiving pay for extra hours shall have their transcripts reviewed to comply with the above stipulations.

E. Pay for extra assignments shall be added to the base salary and the total be divided into twenty-six (26) payments. Should it become necessary to correct the gross pay, the revision shall be made so that the reduction shall be in the last of the accrued paychecks. Should an extra assignment be made after the school has started, the pay for this assignment shall be made at the end of the assignment.

F. The Board shall retain the right to withhold an assignment if that activity will not be conducted. The Board shall retain the right to establish additional assignments if the activity is warranted.

ARTICLE XX (continued)

G. Special Education Teachers (as defined by the Department of Education) shall not be governed by this Lakeshore salary guide, but a copy will be incorporated in the Master Agreement. See Appendix 4.



## ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. It is the sole responsibility of the teacher to maintain certification. Certification must be assured before contracts shall be issued.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the agreement, this agreement during its duration, shall be controlling.
- C. During its duration this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to all teachers now employed and a copy made available to teachers who are being considered for employment but will not be printed for public distribution.
- F. The operations and maintenance of any vending machines that have been placed in the teacher's lounge shall be the sole responsibility of the teachers in their respective buildings. Should any financial losses occur, it shall be their responsibility.
- G. Teachers and the Association shall be responsible for their respective toll calls made via school telephones. A record of all toll calls shall be made on the form provided. At the completion of each toll call the teacher shall obtain charges and note them on the record.
- H. Teachers reaching the age of sixty-five (65) may, upon yearly written request to the Board, be granted permission to teach on a year to year basis.
- I. Teacher's Club funds will not be the responsibility of the Board.

ARTICLE XXI (continued)

J. Custodians shall be responsible for only the routine housekeeping chores for the teacher's lounges. It shall be the responsibility of the teachers to maintain the cleanliness of the lounge in all other aspects.

K. Teachers that are required to travel between schools as part of their regular assignment shall be reimbursed at the rate of 10¢ per mile provided it is within the regular school day.

L. In addition to those payroll deductions already agreed upon, the Board agrees to make payroll deductions for the following: the Berrien County Teachers Credit Union, and tax deferred annuities.

ARTICLE XXII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1967 and shall continue in effect until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. The duration of the contract will not effect the twenty-six (26) pay period with the exception of the following: it is expressly understood that the twenty-six (26) pay period will prevail and no deviations (other than persons leaving the system) will be made.

LAKESHORE EDUCATION ASSOCIATION

*Paul D. Watt*  
\_\_\_\_\_  
President

*Anny J. Schroeder*  
\_\_\_\_\_  
Secretary

*Beatrice Blodgett*  
\_\_\_\_\_  
Treasurer

BOARD OF EDUCATION

*William L. Nitz*  
\_\_\_\_\_  
President

*Gerald Howard*  
\_\_\_\_\_  
Secretary

*Ben Nye*  
\_\_\_\_\_  
Treasurer

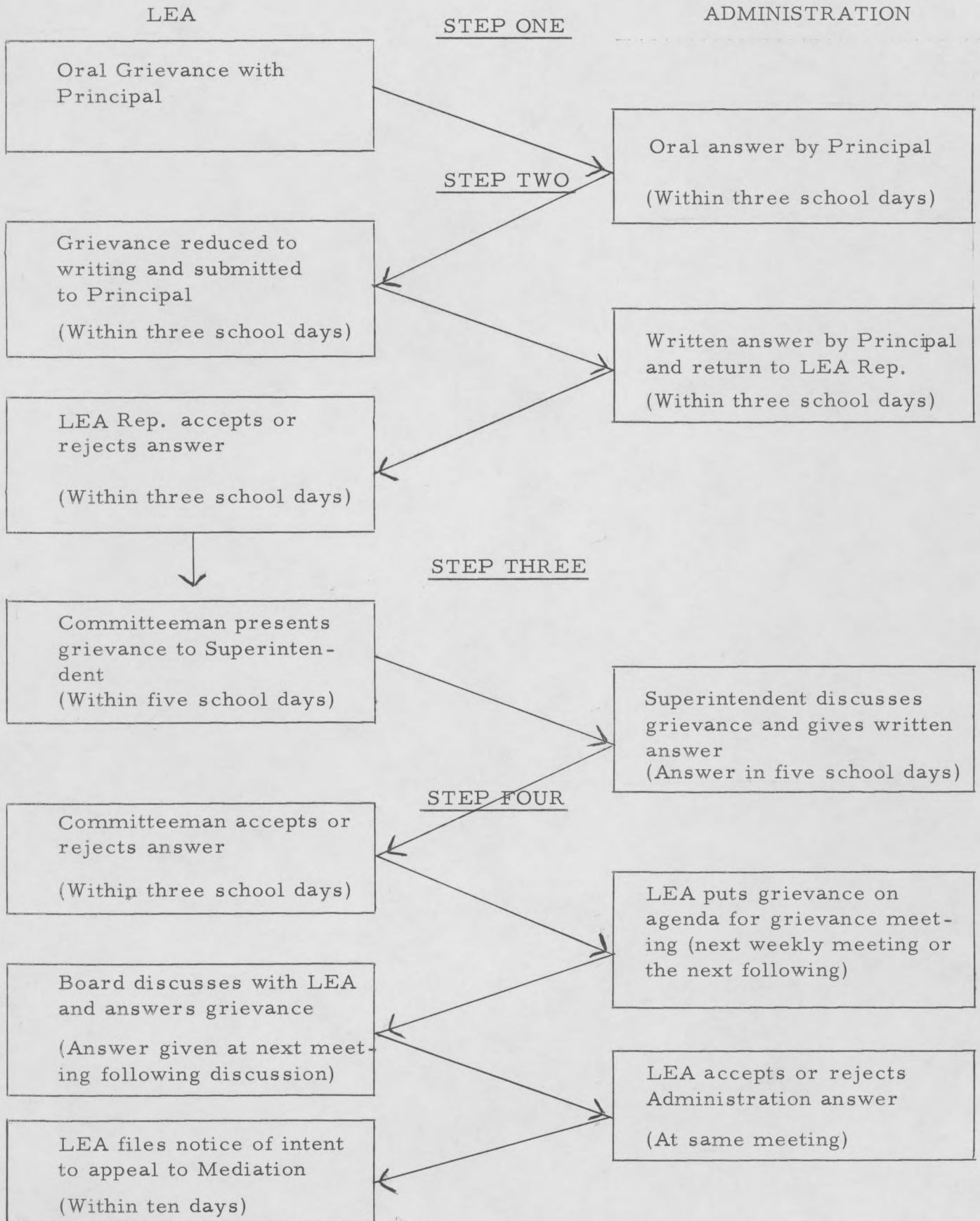
## ARTICLE XXIII - NEGOTIATION PROCEDURES

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school system. While no final agreement shall be executed without the ratification of both parties, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make, consider, and agree to proposals in the course of negotiations. It shall not be necessary to have full membership of both parties to conduct negotiations. The chairman of each team must be present or an alternate from the respective team appointed by the chairman.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Mediation Board or take any other lawful measures it may deem appropriate.
- C. The Association shall have no authority to act as though it had the power of attorney for individual teachers pertaining to individual resignations.
- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however, either party may request to the other that specific proposed clauses be negotiated and upon mutual agreement the parties may enter into negotiations thereon.
- E. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Association and the Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teacher's wages, hours, and terms and conditions of employment. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.
- F. Driver Education: Negotiations for the 1968 summer Driver Education program will be conducted after March 1, 1968, and after the State reimbursement for Driver Education has been determined. If State reimbursement is not determined before the beginning of the scheduled starting date, the Driver Education Program shall begin as scheduled and the salary shall be made retroactive.

APPENDIX - SCHOOL CALENDAR

September 5, 1967	Staff Meetings
September 6, 1967	Students Report - AM Staff Meetings - PM
October 12 & 13	MEA Institute
November 23 & 24	Thanksgiving Recess
December 22 thru January 1, 1968	Holiday Recess
January 2	Classes Resume
April 8 thru April 14	Spring Vacation
April 15	Classes Resume
May 30	Memorial Day
June 6	Final Day of School
June 7	Teacher Record Day

GRIEVANCE PROCEDURE



LAKESHORE PUBLIC SCHOOLS  
GRIEVANCE RECORD

NO. \_\_\_\_\_

TO: \_\_\_\_\_ Date Written Grievance Submitted \_\_\_\_\_

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Date of Incident \_\_\_\_\_ STEP ONE - Date of Oral Referral by LEA Rep \_\_\_\_\_

LEA Representative \_\_\_\_\_ Grievant \_\_\_\_\_

Administrative Decision - STEP TWO

Date Received by Principal \_\_\_\_\_

Decision:    /    / Satisfactory    /    / Unsatisfactory Date: \_\_\_\_\_ Date of Decision \_\_\_\_\_

LEA Representative \_\_\_\_\_ Principal \_\_\_\_\_

Administrative Decision - STEP THREE

Date Received by Supt. \_\_\_\_\_

Decision:    /    / Satisfactory    /    / Unsatisfactory Date: \_\_\_\_\_ Date of Decision \_\_\_\_\_

LEA Representative \_\_\_\_\_ Superintendent \_\_\_\_\_

Boards Decision - STEP FOUR

Date of Appeal to Step Four \_\_\_\_\_

Decision:    /    / Satisfactory    /    / Unsatisfactory    /    / Appealed Date of Decision \_\_\_\_\_

LEA Rep. Signature \_\_\_\_\_ Sec. Signature \_\_\_\_\_

BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT

CONSTITUENT DISTRICT  
SPECIAL EDUCATION REIMBURSEMENT GUIDE  
1967-68

<u>Years of Experience</u>	<u>AB Degree</u>	<u>AB + 15</u>	<u>MA Degree</u>	<u>MA + 15</u>	<u>Ed. Specialist</u>
0	6300	6500	6700	6900	7100
1	6600	6800	7060	7260	7460
2	6900	7100	7420	7620	7820
3	7200	7400	7780	7980	8180
4	7500	7700	8140	8340	8540
5	7800	8000	8500	8700	8900
6	8100	8300	8860	9060	9260
7	8400	8600	9220	9420	9620
8	8700	8900	9580	9780	9980
9	9000	9200	9940	10140	10340
10	9300	9500	10300	10500	10700
11			10660	10860	11060
12			11020	11220	11420

It is understood that:

Credit given for military service will be limited to half year credit for each year of military service (providing that the individual was drafted or enlisted for military service while teaching) with a maximum of two years credit allowed.

Year for year credit will be given for teaching experience outside the system for the first eight years.

A teacher shall receive not more than eight years of credit whether it is teaching or military service credit.

All increments are to be dependent upon satisfactory completion of previous contracts and administrative assignments and are not to be considered automatic.

It is the philosophy of the Berrien County Intermediate School District Board of Education to encourage continuing professional improvement as demonstrated by active pursuit of advanced degrees. No reimbursement therefore can be allowed for hours earned in excess of degree requirements unless they were earned after the award of the degree.



SPECIAL EDUCATION REIMBURSEMENT GUIDE (continued)

It should be clearly understood that this sheet of figures constitutes a guide which indicates the maximum up to which the Special Education Fund will reimburse a program for salaries paid to personnel in approved programs. Local districts are not required to use it as a schedule. Any district is legally empowered to pay whatever its policies may indicate.