

net

Reg 5 Berrien Co

Lakeshore 8-31-69 1968-69

This agreement entered into this \_\_\_ day of \_\_\_, 1968, by and between the Lakeshore Public Schools, Berrien County, hereinafter called the Board and the Lakeshore Education Association, hereinafter called the Association.

LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

PREFACE

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Lakeshore is their mutual aim; Whereas, the Board is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers and the parties, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I---RECOGNITION

A--The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel, or permit holders, 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.

Lakeshore Bd. of Ed. (Berrien Co)

MEA  
1216 KENDALE  
E. LANS. MI.  
48824

LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

B--Nothing contained herein shall be construed to deny or restrict to any teachers 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 shall be made to the 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 to said matters prior to their adoption and/or general publication. Said Association's advice will not be binding upon the Board.

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

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

G--The Association shall the use of the mailboxes in each building for the purpose of distributing Association material. The use of the mailboxes shall in no way be conducted by Association members during the school day when it would interfere with their regular assigned duty or hours. Office employees shall not be used for this purpose. Inter-building courier service shall not be the responsibility of the Board or other employees of the Board. Courier service by Association members shall not interfere with the assigned duties and hours of teachers assigned to more than one building. The Association shall have the right to a bulletin board in the teachers lounge in each building. The Association shall have the right to the use of a room for Association meetings with the prior

consent of the building 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, or Assistant Superintendent, or building Principal. Duplicating and preparation of masters shall be done by Association personnel only. Students shall not be used at anytime for preparation of Association materials.

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

A--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.

B--The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practises 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(OR CONTRIBUTION)

A--Teachers, prior to September 13, 1968, may sign and deliver to the Board an assignment authorizing deductions of membership dues <sup>(\$75.00)</sup> of the Association including the National Education Association and the Michigan Education Association. Such authorization shall be made each year.

B--The deductions of membership dues shall be made from one regular paycheck each month, for ten months, beginning in September and ending in ~~June~~ of each fiscal 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 13, 1968, 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.

V---TEACHING HOURS, DUTIES, CLASS LOADS

A--Secondary teachers shall be required to report, in person, for duty no less than 30 minutes before the start of the regular school schedule. The Teachers shall remain a minimum of 30 minutes after the close of the regular school schedule, 15 minutes on Friday and on days preceeding holidays or vacations. The workday of an elementary teacher for any and all elementary schools within the system shall begin at 8:20am and terminate at 4:00pm. Elementary teachers shall remain 20 minutes after the close of the regular school schedule, 15 minutes on Friday and on days preceeding holidays and vacations. Each teacher shall be in his assigned classroom area, unless excused by the principal, 20 minutes prior to the first AM class and 5 minutes prior to the first PM class. At the close of classes for the day, teachers shall remain in their classroom a minimum of 10 minutes, unless on assigned duty. The school day for K-6 shall be 9:00am to 3:40pm and for 7-12 it shall be 8:15am to 2:55pm. On days when LEA GENERAL SESSIONS are scheduled, elementary teachers may leave their building fifteen (15) minutes after the close of classes.

Teachers may voluntarily accept the responsibility of the early arrival of students and the late departure of students in response to the bus schedule.

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 ration 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 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 who teach in more than one building shall <sup>HAVE</sup> a lunch period equal to that of a later elementary teacher. Secondary teachers who teach in more than one building shall have a lunch period equal to that of a secondary teacher.

G--Elementary teachers shall be provided two (2) fifteen (15) minute relief periods each day except when on AM and PM assigned recess duty. Later elementary teachers shall be provided only on (1) fifteen (15) minute relief period on those days that physical education is scheduled. 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.

H--Secondary school teachers will be provided one regular preparation period according to the scheduled assignment. Elementary teachers will be 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.

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

J--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.

K--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 weeks.

L--Teachers shall mark report cards very thoroughly in all areas.

M--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.

N--Elementary teachers shall notify the principal at the close of the first semester if there is a possibility that a student will not be promoted. Secondary

O--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, unless excused by the Principal specifically for medical, dental, or legal appointments.

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

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

R--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.

S--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. 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 <sup>housekeeping</sup> management. It shall be the prerogative of the teacher to arrange classroom seating in accordance with his best professional judgment.
7. Establish a routine for classroom management.
8. Remind students of proper dress and appearance.
9. Attitude 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. The Association strongly recommends that the Board employ only certificated teachers to maintain high quality education.

C--Notices of all vacancies and newly created positions (teaching and administrative) shall be posted on the bulletinboard 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.

6

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.

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

H--Assignment of extra duties shall be made known to the teacher on or before June 12, 1969.

#### ARTICLE VII---ILLNESSES & DISABILITY

A--At the beginning<sup>of</sup> 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 eighty (80) school days. It is understood that this time may be used for personal illness and attendance at funerals. Up to three (3) days per year may be used for absence due to a serious illness of a member of the immediate family. Up to three (3) days per year may be used for absence due to a death of a member of the immediate family. One (1) day per year shall be allowed for attendance at a funeral other than the immediate family. Said day shall be deducted from sick leave. 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 eighty (80) days.

C--Any teacher who is absent because of an injury or disease compensable under Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used his sick leave allowance.

D--Doctor and dental appointments shall be deemed as sick leave and a minimum of one-half day shall be deducted from sick leave allowance.

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.

7

G--ny 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, or a substantially equivalent position.

H--Teachers shall be required to have a clearance certificate signed by a Doctor of Medicine to resume his position.

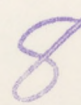
#### ARTICLE VIII---LEAVES OF ABSENCE

##### A--PERSONAL AND/OR BUSINESS DAY

1. Two (2) days per year, non-accumulative, shall be provided each full-time teacher as leave.
2. One (1) of these shall be for a personal day (definition--something in the teacher's private life that said teacher does not wish to divulge) for which a forty-eight (48) hours notice shall be given to their Principal.
3. The other day shall be for business (financial, legal) that cannot be conducted outside the regular school day. A statement of purpose shall be forwarded at least forty-eight (48) hours prior to the leave to the Principal and Superintendent for approval or disapproval.
4. A personal and/or business day shall not be granted for the day preceding or the day following holidays or vacations. A personal and/or business leave day shall not be granted for the first and/or last days of the school year. Failure to comply shall result in loss of per diem pay.
5. No more than two (2) teachers per building shall be granted personal and/or business leave on the same day. Personal and/or business leave 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, soon as pregnancy is determined by a Doctor of Medicine.
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 of 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, sometime within six (6) weeks after birth of the child, 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 similar as possible to that held before leaving. 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--ADOPTION

A--A tenure teacher(female) who adopts a child shall request in writing a leave of absence. Said request shall be forwarded to the Superintendent at least six (6) weeks prior to the time of the leave. Said leave shall coincide with the beginning of a semester and be a minimum of one (1) semester. It shall be the teacher's responsibility to indicate in writing to the Superintendent her intent to return. Failure to comply shall indicate a resignation. This intent shall be forwarded prior to the beginning of the last marking period of that semester. A non-tenure teacher(female) who adopts a child shall not be eligible for this leave. Adoption leave shall 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. Reinstatement will be made to a position as closely similar as possible to that occupied before leaving.

#### D--EXCHANGE TEACHING, PEACE CORPS, PROFESSIONAL ASSOCIATION OFFICER, PUBLIC OFFICE, PROFESSIONAL IMPROVEMENT

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 retained.
6. Written notice of intent to either return or resign shall be given the Superintendent by March 1st of the year in which the leave expires. Failure to do so indicates resignation.
7. Reinstatement will be made to a position as closely similar as possible to that held before leaving.
8. Leaves shall be without pay.
9. Exchange teaching shall be governed by Section 571, Chapter 9, School Code of 1955.

#### E--MILITARY LEAVE

Should a teacher be drafted, enlist for a first period of enlistment, not to exceed four (4) years, the teacher shall be credited with his salary increment. All other stipulations shall be in effect. Reinstatement will be made to a position as closely similar as possible to that occupied before leaving.

#### F--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, 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 twice every school year. Probationary teachers shall be evaluated once before December 20th and tenure teachers once the first semester. Each teacher shall again be evaluated the second semester. Evaluations shall be made by the immediate supervisor or administrator. The results of each evaluation shall be made known to the teacher in private conference.

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 visits of a teacher shall be conducted openly and with full knowledge of the teacher.

C--Each individual evaluation will be based upon a classroom visit for at least thirty (30) minutes and outside observations. Counselors and librarians shall be evaluated, but not necessarily in a classroom environment.

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 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.

F--The methods and criteria of teacher evaluation shall be made known by the Principal at the preschool building meetings. The evaluation form shall be included in the Appendix of the "Master Contract."

G--Positive assistance shall be provided for teachers receiving substandard evaluations so that his professional inadequacies may be rectified before the termination of the school year. This assistance shall be jointly administered by the teacher's immediate administrator or supervisor and another colleague chosen by the teacher, if so desired.

#### ARTICLE X---PROFESSIONAL BEHAVIOR

A--All teachers of the Lakeshore Public Schools 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, lodging, registration fee, meals, 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.

11

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

D--Should it become necessary to meet/ minimum days of attendance 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 beyond the contracted salary.

ARTICLE XIII---SCHOOL CALENDAR

A--Staff meetings shall be held immediately following Labor Day(9-3-68). The school calendar shall be interpreted to include instruction days (180) plus two (2) teacher days (9-3-68 and 6-12-69) for a total of 182 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--SCHOOL CALENDAR

Teachers report-----9-3-68(1st duty day)  
MEA-----10-10 & 11(non-duty days)  
Thanksgiving Vacation-----11-27, 28, 29-68  
Holiday Vacation-----12-23-68  
School Reconvenes-----1-6-69  
Spring Vacation-----3-31-69  
School Reconvenes-----4-7-69  
Memorial Day-----5-30-69  
Last Day of Instruction-----6-11-69  
Teachers' Last Day-----6-12-69

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. Student teachers shall however become the sole classroom teacher on days or time periods (less than a school day) whenever their critic teacher attends a critic teacher function which is sponsored and supported by the student teacher's university. Critic teachers shall write a statement of purpose to the Principal and Superintendent at a reasonable time prior to the critic teacher's absence.

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

XIV---SPECIAL TEACHING SITUATION

B--In the case of a regular staff member substituting during his preparation for an absent teacher, this individual would be paid five dollars (\$5.00) 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.

17 A

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 daily time schedule as teachers (but not preparation periods) with the exception of those times when their services are required to administer tests which might be scheduled outside of this time schedule.

E--Testing shall not take place before the beginning of school.

F--It is recommended that no more than 300 students be assigned to each counselor.

G--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

1. The teacher shall be employed for a 55 week period (52 weeks PLUS 9 weeks during July and August LESS 3 weeks during the school year LESS 3 weeks in the summer).

2. The salary shall be computed as follows: the appropriate salary step and degree shall be divided by 38. This amount shall be multiplied by 17 and added to the base pay.

3. The teacher shall be entitled to three (3) weeks vacation (without pay) during the summer of 1969 at the option of the teacher and approval of the administration.

4. A program of work shall be detailed by the teacher of the summer program and presented to the Principal on each Monday.

5. Extra pay for supervising the FFA shall be \$675.00.

ARTICLE XVII---DRIVER EDUCATION

A--Negotiations for the 1969 summer driver education program will be conducted after March 1, 1969, and after the State reimbursement has been determined. If State reimbursement is not determined Before the beginning of the scheduled starting date, the program shall begin as scheduled and the salary, when determined, shall be made retroactive immediately.

B--Instructional program:

1. Instructors shall be responsible to see that the cars are properly lubed, gassed, and maintained.
2. Instruction time of students shall be logged as actual time behind the wheel. Break time shall not be counted as time behind the wheel.
3. Instructors shall be punctual with their scheduled driving times and not keep students waiting, particularly when the first students report for AM lessons.
4. Upon a written recommendation by the principal, within one week after the program assignments for the next year's sessions of driver education shall be made by giving present instructors first choice.
5. Method of Instruction:
  - a. The total number of students shall be divided into four (4) sections.
  - b. Two of these will report for the first half and the other two the last part.
  - c. One instructor shall give instruction in the classroom to one-fourth of the total enrollees in a two hour block. The others shall be given behind the wheel instruction by the other three instructors. This block of time shall be from 8am to 10am.
  - d. At 10am another one-fourth of the total enrollees shall report for classroom instruction with another instructor. Behind the wheel instruction shall again be conducted by the other instructors.
  - e. This process shall then be repeated for the second session of driver education, so that all instructors shall teach the classroom portion.
6. Instructors shall be paid at the rate of \$4.50 per hour.
7. Requests for instructional materials shall be made via the regular requisition channels.

ARTICLE XVIII---STUDENT DISCIPLINE AND TEACHER PROTECTION

A--The administration and the 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, building corridors, and/or playgrounds. 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 XIX---INSURANCE PROGRAM

##### A--Board contribution:

1. \$10.00 per teacher per month shall be paid by the Board.
2. If the premium is less than \$10.00, the teacher shall not be entitled to the balance.
3. Premiums shall cease when the teacher is no longer employed by the district.
4. Premiums shall commence at the first (or special) enrollment date.
5. The premium shall apply only to Blue Cross-Blue Shield.
6. Should a teacher leave the district during the summer months for which premiums have been paid, the amount shall be deducted from the accrued pay of that teacher.
7. Type of BC-BS coverage shall be the option (within BC\*BS regulations for employees contributions) of the teacher.
8. Teachers not enrolling in BC-BS shall not be entitled to the \$10.00.
9. Should the total premium exceed the \$10.00, the balance shall be payroll deducted.

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 XX---PROFESSIONAL GRIEVANCE PROCEDURE

---

A--Definitions:

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 his 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, provided the Association representative has been given the opportunity to be present at such adjustment.

E--Procedure:

1. If a teacher does not file a grievance in writing with the Principal or other designated Board representative within four (4) school days after the occurrence, then the grievance shall be considered waived.
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 with three (3) school days of such meeting and shall furnish the grievance record to the building representative.
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) schooldays from the date of filing whichever shall be later) the grievance should be transmitted to the Superintendent within five (5) school days. 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 with three (3) school days of such meeting and shall furnish the grievance record to the Association Grievance Committee.

16

4. If the Association 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 eight (8) 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 meetings, 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 Grievance Committee. The chairman of the Association Grievance Committee shall notify the grievant as to the decision reached.

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, PA 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board, and the Board within said ten (10) day period and if not so delivered, the grievance shall be deemed abandoned. If fact finding is necessary, the decision of the fact finder shall be binding on both parties.

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 this 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 this Article.

K--The placement of a probationary teacher to a third year probation, or the failure to place a third year probationary teacher to a tenure status is not a 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 material or reference thereto shall not be placed in any personnel files.

N--Grievance record--see Appendix

ARTICLE XXI---SALARY SCHEDULE

Exp.	Index	BA(4)	MA(5)	NONDEGREE
0	1.00	6400	6800	5000
1	1.04	6656	7072	5200
2	1.08	6912	7344	5400
3	1.12	7168	7616	5600
4	1.16	7424	7888	5800
5	1.20	7680	8160	6000
6	1.24	7936	8432	
7	1.29	8256	8772	
8	1.34	8576	9112	
9	1.39	8896	9452	
10	1.44	9216	9792	
11	1.49	9536	10,132	
12	1.54	9856	10,472	

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

Non-degree teachers receiving their degree shall be placed upon the degree schedule at the next year's level of experience, but not exceeding the sixth step on the BA schedule.

EXTRA PAY FOR EXTRA DUTIES:

Junior High Athletic Coordinator.....	300	
Varsity football.....	900	
(\$30 per year for 5 years)		
Asst. Varsity football.....	500	
(\$20 per year for 5 years)		
Jr. varsity football.....	500	
(\$20 per year for 5 years)		
Asst. Jr. varsity football.....	400	
(\$20 per year for 5 years)		
Frosh football.....	400	
(\$20 per year for 5 years)		
7-8 football.....	350	
(\$20 per year for 5 years)		
Asst. (2) 7-8 football.....	250	
(\$20 per year for 5 years)		
Varsity basketball.....	900	
(\$30 per year for 5 years)		
JV basketball.....	550	
(\$20 per year for 5 years)		
Frosh basketball.....	400	
(\$20 per year for 5 years)		
7-8 basketball(2).....	300	
(\$20 per year for 5 years)		
Baseball.....	450	
(\$20 per year for 5 years)		
Wrestling.....	500	
(\$20 per year for 5 years)		
Track.....	450	
(\$20 per year for 5 years)		
7-8 track (2).....	225	
(\$20 per year for 5 years)		
Cross country.....	275	
(\$20 per year for 5 years)		
Golf.....	300	
(\$20 per year for 5 years)		
Cheerleading(Jr. and Sr. High).....	100	each
Class Sponsors..9,10(1 per class).....	100	each
11,12(2 per class).....	100	each
Dramatics(2).per play.....	150	
Debate.....	100	
Forensics.....	100	
Student Council(jr and sr high).....	100	each
Yearbook (1 teacher).....	150	
Newspaper.....	100	
Guidance coordinator.....	325	
Sr, High Band.....	600	
(\$20 per year for 5 years)		
Jr. High Band.....	400	
(\$20 per year for 5 years)		
Choir Director.....	100	

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 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 BA-Bs 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 MA 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, or transcripts, (not report cards) which must be received by the Business Office no later than October 1, 1968. Hours earned during the school year shall apply to the 1969-70 school year contract.
4. If a degree or an additional degree is obtained during the 1968-69 school year, the change in salary shall apply to the 1969-70 salary.
5. All teachers that are presently receiving pay for extra hours shall have their transcripts reviewed to comply with the above stipulations.
6. Teachers that do not complete a full year shall have their base pay, including extra hours, prorated on the basis of 182 days.

E--Each teacher shall obtain a minimum of six (6) semester graduate hours for each five (5) year block of employment in the Lakeshore Public Schools. Said hours shall be in their teaching area or towards a planned program for an advanced degree. Any deviation, or extenuating circumstances, shall have prior written approval of the building principal and superintendent of schools after a joint discussion with the teacher. The 1968-69 school year shall be considered as the first year of the five (5) year block. Teachers, not at maximum, not meeting this requirement, shall remain at their last salary step until this requirement is met. Teachers at maximum shall be reduced one step on the salary guide and remain at this step until this requirement is met. This does not apply to master degree holders for the year 1968-69.

F--Pay for extra assignments <sup>and/or, extended school year</sup> 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 calendar has begun, the pay for this assignment shall be made at the end of the assignment in one (1) payment.

20

G--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.

H--Teachers not contracted for the full year shall have their base pay and extra hour pay prorated.

I--Special Education Teachers(as defined by the Department of Education) shall be governed by the Barrien County Intermediate District's salaryguide for special education teachers. A copy is incorporated in this Agreement.

#### ARTICLE XXII--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 teachers' lounges 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--The golf coach shall be paid 10cents per mile for the most direct route for use of his personal car for driving to practice sessions.

J/

- J ~~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.
- K ~~A~~--Teachers' Club funds will not be the responsibility of the Board.
- L ~~X~~--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.
- M ~~X~~--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.
- N ~~X~~--In addition to those payroll deductions already agreed upon, the Board agrees to make payroll deductions for the following: Berrien County Teachers Credit Union and tax deferred annuities.
- O ~~X~~--The Board, with the cooperation of the LEA, at the earliest opportunity after the opening day of classes and not later than October 1st shall provide a list of all teaching employees to every teacher. Said list shall contain the name, home address, and home telephone number.
- P ~~X~~--The provisions of the Agreement shall be the sole basis and conditions for employment by the Board.

ARTICLE XXIII---DURATION OF AGREEMENT

A--This Agreement shall be effective as of July 1, 1968 and shall continue in effect until the 31st day of August, 1969. 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 Agreement shall not affect the twenty-six(26) pay period or the Board's contribution(for those teachers remaining on the staff) towards BC-BS with the exception of the following: it is expressly understood that the twenty-six (26) pay period will prevail and no deviations(ether than persons leaving the system) will be made.

ARTICLE XXIV--NEGOTIATION PROCEDURES

A--~~The~~ 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 appointed by the chairman.

*22*

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 no 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.

LAKESHORE EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

LAKESHORE BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer



BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT SPECIAL EDUCATION SALARY GUIDE

Exp	BA	BA+15	MA	MA+15	ED S
0	6800	7000	7200	7400	7600
1	7100	7300	7560	7760	7960
2	7400	7600	7920	8120	8320
3	7700	7900	8280	8480	8680
4	8000	8200	8640	8840	9040
5	8300	8500	9000	9200	9400
6	8600	8800	9360	9560	9760
7	8900	9100	9720	9920	10120
8	9200	9400	10080	10280	10480
9	9500	9700	10440	10640	10840
10	9800	10000	10800	11000	11200
11			11160	11360	11560
12			11520	11720	11920

It is understood that:

1. 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.
2. Year for year credit will be given for teaching experience outside the system for the first eight years.
3. A teacher shall receive not more than eight years of credit whether it is teaching or military service credit.
4. All increments are to be dependent upon satisfactory completion of previous contracts and administrative assignments and are not to be considered automatic.
5. It is the philosophy of the BC 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.
6. 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.

24