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# MASTER CONTRACT

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1971-72

Lakeshore Public Schools  
(Stevensville)  
(Benzie County)

Lakeshore Public Schools

Stevensville, Michigan

MEA  
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East Lansing, Mich.  
48823

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This agreement entered into this 1st day of September, 1971, by and between the Lakeshore Public Schools, Berrien County, hereinafter called the Board and the Lakeshore Education Association, hereinafter called the Association.

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, director of certified personnel and curriculum, principals, adult education director, community education director, 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 Constitution 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 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 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 and/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. All teachers (non LEA members) are expected to pay an amount equal to the Association dues (\$128.00) to the LEA. Said sum shall be authorized through payroll deduction and be deducted the same as dues. Payment of the amount is not a condition of employment by the Board. The Board shall not

be held liable for any financial losses teachers might incur for failure to pay this amount.

G. The Association shall have 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. The Association shall also have the use of interschool mail building to building provided it does not interfere with the assigned duties of the teachers. The Board of Education or their representatives bear no responsibility for the actual delivery, or timing of delivery or the sorting of the delivery. The Association shall have the right to a bulletin board in the teachers' lounge in each building. The Association shall have the right to use 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 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, assistant superintendent, or building principal. Duplicating and preparation of masters shall be done by Association personnel only. Students shall not be used at any time for preparation of Association materials.

H. The Association shall not meet with the 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 practices in furtherance hereof 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 AND/OR CONTRIBUTIONS

A. Teachers, prior to September 7, 1971 may submit to the business office through their A.R., a signed authorization for payroll deductions for any or all of the following: M.E.A. Dues, M.E.S.S.A. Hospitalization, Berrien Teachers' Credit Union, New York Life Annuity.

B. The deductions for M.E.A. Dues will be made bi-weekly from October through May for a total of sixteen (16) deductions. All others will be deducted bi-weekly throughout the year for a total of twenty-four (24) deductions.

C. The Board agrees promptly to remit to the Association treasurer all monies so deducted for dues accompanied by a list of teachers from whom deductions have been made.

D. Teachers contracted after September 7, 1971 shall pay their dues directly to the Association treasurer.

E. The Board shall not be held responsible for any dues money once it is remitted to the Association treasurer.

F. The accounting system of the Association shall not be a responsibility of the Business Office of the Board.

#### ARTICLE V - TEACHING HOURS, DUTIES, CLASS LOADS

A. The school day for students assigned to the junior and senior high schools shall be from 8:15 A.M. to 2:55 P.M. The teachers serving these buildings shall be required to report in person, for duty no less than thirty (30) minutes before the start of the regular school schedule and shall remain a minimum of thirty (30) minutes after the close of the regular school schedule, fifteen (15) minutes on Friday and on days preceeding holidays and vacations.

The school day for students attending elementary schools may vary among the five elementary schools within the district because of different bus schedules. The recommended time schedule for elementary students is 9:00 A.M. to 3:40 P.M. However, this schedule may be altered to meet the various requirements of bus schedules. Elementary teachers shall be required to report in

person, for duty no less than forty (40) minutes before the start of their regular school schedule and shall remain a minimum of twenty (20) minutes after the close of the regular school schedule, fifteen (15) minutes on Friday and on days preceeding holidays and vacations.

Each teacher shall be in his assigned classroom area, unless excused by the building principal, twenty (20) minutes prior to the first AM class and five (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 ten (10) minutes, unless on assigned duty. The remaining required teacher time is to be used professionally.

On days when Association general sessions are held, elementary teachers may leave their building fifteen (15) minutes after the close of classes if they attend the Association meeting.

B. The teaching load of a teacher of the secondary school will be limited to not more than five 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 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. It is further recommended that no secondary class exceed 35 students and no elementary class exceed 30 students.

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 have 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/or PM assigned recess duty. During inclement weather each teacher is to supervise his class. One (1) teacher may supervise more than one (1) class if the classes are together. The gym may be used providing it is available for such activities.

Those students who cannot participate in outside recess activities shall be under the supervision of a teacher.

H. Secondary school teachers will be provided one regular period daily, for preparation, 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. (The definition of a teaching specialist is Music and Physical Education instructors).

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.

During the time that a part of an upper elementary class is out of the regular classroom for band, physical education, or other similar classes, the remainder of the class is to be presented some type of formal instruction.

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 teacher before the activity is begun.

K. Teachers shall complete weekly lesson plans and a copy shall be turned in to the principal's office not later than 4:00 P.M. on Friday of each week for the following school week.

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.

O. Teachers shall attend curriculum and staff meetings by buildings or system-wide 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, professional, or legal appointments.

P. Teachers shall participate in Open-House, Student Achievement Night, and Parent Conference activities.

Q. Teachers are required to attend regularly scheduled P. T. A. Meetings unless excused by the building principal.

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 housekeeping. 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. Students are expected to be properly dressed and their appearance should be in accordance with the dress code. Violations of the dress code should be reported to the administration.
9. Attire and appearance of teachers should set an excellent example for a good teaching and learning situation.

T. It is expected that teachers will participate in the supervision of school functions (other than ones for which they are directly responsible) conducted outside of the regular school hours.

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. No new non-degree or non-certificated (without a provisional or permanent certificate) teacher will be hired for the 1972-73 contract year. Those teachers who have a life certificate and have been teaching in the Lakeshore System are excluded from this provision.

C. Notices of all vacancies and newly created positions (teaching and administrative) shall be posted on the bulletin board of all teachers' 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 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 of their tentative assignments by the end of the school year. In the event that changes in such assignments are necessary, teachers affected will be notified.

H. Assignment of extra duties shall be made known to the teacher on or before June 9, 1972.

## ARTICLE VII- LEAVES OF ABSENCE

### A. PERSONAL AND BUSINESS LEAVE, FAMILY ILLNESS, ATTENDANCE AT FUNERALS, AND PERSONAL ILLNESS

1. At the beginning of each school year each teacher shall be credited with a twelve (12) day sick leave allowance plus those days already accumulated. Annual sick leave shall be cumulative to and including 92 school days. It is understood that this time may be used for personal leave, business leave, family illness, attendance at funerals, and personal illness according to the outline below:

- a. Personal leave - one day per year may be used for a personal day after one (1) semester of teaching in the Lakeshore school system (definition - something in the teacher's private life that said teacher does not wish to divulge). Such leave, in conformance with the professional code of ethics, shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after school hours or during vacation periods. Such leave shall not be used for seeking other employment, working either with or without remuneration for themselves or for anyone else, for religious observance, for shopping, for hunting, for fishing or other recreational activities. A one (1) week notice shall be given his principal and superintendent. The one week notice will be waived for an emergency. Personal leave shall not be cumulative.
- b. Business leave - one day per year shall be for business (financial, legal, or graduate counseling) which cannot be conducted outside the regular school day. A statement of purpose shall be forwarded at least one (1) week prior to the leave to the principal and superintendent for approval or disapproval. Business leave shall not be cumulative.

- c. Family illness - up to three (3) days per year may be used for absence due to serious illness of a member of the immediate family. (Interpretation - this shall be interpreted as a total of three days for each teacher and shall not be interpreted as three days for each member of the immediate family). In cases where extenuating circumstances exist, the teacher may appeal to the superintendent for additional family illness leave beyond the three (3) days provided. Family illness shall not be cumulative.
- d. Attendance at funerals - 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. Days designated for attendance at funerals shall not be cumulative.
- e. Personal illness - it is understood that if sick leave is not used for any of the above, all twelve (12) days may be used for personal illness. Personal sick leave is cumulative up to a maximum of 92 days.
- f. Religious observance - any employee who wishes to be absent for religious reasons on any day that school is in session must apply for a leave without pay. A teacher must apply, in writing, one (1) week in advance to his principal and the superintendent.

2. The immediate family is defined as: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, foster parent, grandparents, or grandchild.

3. 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 of 92 days.

4. 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 Workmen's Compensation and the regular salary, to the extent and until such time as such teacher shall have used his sick leave allowance.

5. Doctor and dental appointments shall be deemed as sick leave and a minimum of one-half ( $\frac{1}{2}$ ) day shall be deducted from sick leave allowance.

6. Sick leave provisions shall apply to full time personnel. Teachers employed on less than a full-time basis shall have their sick leave prorated.

7. It shall be the obligation of the teacher to notify the designated person at his assigned school when he will be absent. Failure to notify shall result in per diem loss of pay.

8. On those days that teachers are absent because of personal illness they are to notify the designated person at their assigned school by 3:00 P.M. only if they plan to return the following school day. If the teacher fails to notify of his return and the teacher and substitute both appear for teaching duty, the teacher will be deducted  $\frac{1}{2}$  day sick leave.

9. Any teacher whose personal illness extends beyond the period compensated under this Article 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. Teachers shall be required to have a clearance certificate signed by a qualified physician to resume his position.

10. The superintendent and Ethics Committee may request a clearance certificate signed by a qualified physician because of irregular attendance.

11. A personal and/or business day leave 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.

12. 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 be deducted from sick days.

13. Permission for days off with loss of per diem pay may be granted. Request must be presented in writing for approval by the building principal and the superintendent one (1) week prior to the day requested. These days shall not be granted for the day preceding or the day following holidays or vacations. These days shall not be used simultaneously or consecutively with personal and/or business leave 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 as soon as pregnancy is determined by a qualified physician.
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 qualified physician.
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

1. As soon as a teacher applies for adoption, the teacher shall inform the superintendent in writing.
2. As soon as an estimated adoption custody date is determined the teacher shall again inform the superintendent in writing.
3. As soon as a custody date is set the teacher may request in writing and receive a leave of absence if the adoption agency recommends a leave for said adoption. The teacher will meet

with the superintendent and present a letter from the adoption agency stating the requirements for a leave, and at that time a reasonable release date and the earliest returning date will be determined. The term of the leave shall not exceed the remainder of the current master contract year plus one (1) additional master contract year.

4. It shall be the teacher's responsibility to indicate in writing to the superintendent 60 days before the earliest returning date, her intent to return. The absence of this request implies automatic resignation. If the agency's requirements for leave are met and a position in which the teacher is certified opens, (after the earliest returning date identified in No. 3 above) upon written request by registered mail from the superintendent's office, the teacher must accept this position within ten (10) school days or automatic resignation is implied.
5. Reinstatement will be made to a position as closely similar as possible to that held before leaving provided such an opening exists. As soon as an opening does exist, said teacher shall be considered.
6. Adoption leave will be granted without pay and without experience credit and without sick leave accumulation and without any other benefits normally accrued or received during full time employment with the understanding that salary increment and other benefits accumulated before the leave will be retained upon reinstatement from adoption leave.
7. Non-tenure teachers in the system are not eligible for adoption leave.

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 1 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 (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 will submit to the superintendent a tentative calendar and names of representatives for MEA activities by September 15th of the contract year. The Association shall be responsible for the teacher's per diem, mileage, and the activity expenses. The Board shall pay for the substitute teacher.

### ARTICLE VIII - TEACHER EVALUATION

A. Probationary teachers shall be evaluated twice each year. The first evaluation shall be during the first semester and the second shall be on or before March 15. Tenure teachers shall be evaluated once during the first semester and may request a second evaluation. 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 teacher 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 personal 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. A copy of the evaluation form shall be included in the appendix of the master contract. It shall be the responsibility of each teacher to become familiar with the evaluation form. The methods and criteria of teacher evaluation shall be made known by the building principal at a staff meeting on or before September 15.

G. Positive assistance shall be provided for teachers receiving sub-standard evaluation 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.

H. In the event a probationary teacher is not to be rehired the probationary teacher may appeal this matter to the superintendent. The probationary teacher may at his request, be accompanied by a teacher of his choice within the same building. As a last step the probationary teacher will be permitted to bear this matter to the Board of Education accompanied, at his request, by a teacher of his choice within the same building.

#### ARTICLE IX - 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 Educational 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. 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. If a teacher is called by the superintendent for a reprimand or discipline, a one (1) day notification will be given.

D. 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.

E. Teachers should be reminded that they should conduct the supervision of the children in their charge so as to protect themselves against the legal liabilities that they face in their daily activities (such as leaving a classroom unattended).

#### ARTICLE X - PROFESSIONAL IMPROVEMENT

The Association recognizes that the intent of the Board 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 XI - 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 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 XII - SPECIAL TEACHING SITUATIONS

A. Supervision by a teacher of a student teacher shall be voluntary. There shall be no more than the equivalency of one (1) 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.

B. All monies collected for the student teacher program not used by the critic teacher for educational improvement within a two year period shall be used for in-service training, curriculum days, and other approved programs.

C. 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.

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

E. 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.

F. 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.

G. 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 XIII - 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 XIV - VOCATIONAL AGRICULTURE

A. The Vocational Agriculture teacher will work the same days and have the same vacation days during the academic school year (9-1-71 through 6-9-72) as any other faculty member.

B. One Vocational Agriculture teacher will work a period of nine (9) weeks of a twelve (12) weeks summer vacation period. He will be allowed a three weeks vacation period during the summer, without pay, taken at the option of the teacher but with the approval of the administration.

C. The salary for the summer nine (9) weeks work period shall be computed as follows: The appropriate salary step and degree shall be divided by 185 days. This amount shall be multiplied by 45 days and added to the base pay.

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

E. It is required that the Vocational Agriculture teacher qualify himself, at the Board's expense, to drive bus on short trips during school days.

#### ARTICLE XV - DRIVER EDUCATION

A. Regular Lakeshore certified driver education teachers who are teaching driver education will receive a salary of \$5.50 an hour for the summer of 1971. Those driver education teachers who have ten (10) hours or more in driver education, four (4) of which are graduate hours in driver education, are to receive \$6.00 per hour. These teachers will be evaluated during the program. In conference, the teacher will indicate whether he wishes to teach driver education the following summer, and the administrator shall notify the instructor by September 1 if he is to be rehired for the following summer provided there is an opening in the program.

ARTICLE XVI - 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 playground. If necessary the teacher may use force to protect himself, others, and school property. 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 preschool 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 XVII - INSURANCE PROGRAM

The Board agrees to provide family hospital and surgical insurance coverage under the Super Med provisions of the Michigan Education Special Services Association for each teacher at the teacher's request, as per the following schedule:

Individual	\$18.04
Insured & spouse	40.74
Insured & children	33.28
Full-family	46.64

In the event that the teacher has coverage under an insurance plan through his spouse, he may elect those options available through the Michigan Education Special Services Association Insurance Program not to exceed an amount of \$14.60 per month. Additional options may be purchased through payroll deduction.

The coverage will begin October 1, 1971 and continue for the duration of the teacher's employ, but not to exceed the duration of this contract.

## ARTICLE XVIII - PROFESSIONAL GRIEVANCE PROCEDURE

### A. Definitions:

1. The grievant is a person or persons claiming a grievance.
2. The term teacher includes individuals or groups who are members of the bargaining unit covered by this Agreement.
3. Association 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. PROCEDURE

1. Any teacher shall present an oral grievance to his building principal and have the oral grievance considered with or without the intervention of the Association. Any adjustment shall be consistent with the terms of this Agreement. The Association Representative shall be given the opportunity to be present at this adjustment. Any teacher shall present an oral grievance to the building principal within two (2) days after the occurrence.

2. The grievance must be in writing and shall be signed by the grievant and the Association Representative. A copy of the grievance form shall be delivered to the building principal within four (4) school days after the occurrence. If the grievance is not filed in writing within those four (4) school days, it shall be considered waived. If the grievance involves more than one school building, it will be filed with the principal (s).

3. Within three (3) school days after the receipt of the grievance, the administrator shall meet with the teacher and Association Representative in an effort to resolve the grievance. The administrator shall indicate his disposition of the grievance in writing within three (3) school days

after such meeting and shall furnish the grievance record to the Association Representative.

4. If the Association 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. 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 after such meeting and shall furnish the grievance record to the Association Grievance Committee.

5. 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) school 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.

D. If the Board, the grievant, and the Association Grievance Committee shall be unable to resolve any grievance, and it shall involve an alleged violation, misinterpretation or misapplication of this Agreement, the grievance may within ten (10) school days after the decision of the Board, be appealed. The Association shall notify the Board in writing of the Association's desire to set up an arbitration panel. The panel will be set up within three (3) school days after the Association's notification to the Board.

The arbitration panel will consist of three (3) members, one of these chosen by the Association, one chosen by the Board, and the third member to be chosen by the two appointees. These panel members shall not be Board members or their immediate families, employees of the Lakeshore School District or their immediate families, or Board members or employees who have previously served the school district.



This panel shall act as arbitrators to the grievance with both the Board and the Association being bound by the decision of the panel. The decision of the panel must be presented to the Board and the Association, in writing, within five (5) school days after the selection of the panel. After the decision has been reached by the panel on this grievance, the panel will be dissolved. Guidelines for the panel will be established by the LEA -Administration Communication Council and will be submitted to both the Board and the Association for adoption.

E. The grievance procedure shall in no way interfere with assigned duties. The involvement of students in all phases of the grievance procedure shall be prohibited on the part of both the Board and the Association.

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

G. 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.

H. 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.

I. 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.

J. 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.

K. Grievance material or reference thereto shall not be placed in any personnel files.

L. Grievance Record -- see Appendix

ARTICLE XIX - SALARY SCHEDULE

	B. A. 4%	B. A. +10 4% 6 years 5%	B. A. + 20 4% 6 years 5%	M. A. 5% 12 years	M. A. +15 5% start in 8 thru 12
0	7,900	8,000	8,150	8,500	8,650
$\frac{1}{2}$	8,058	8,160	8,313	8,713	
1	8,216	8,320	8,476	8,925	
$1\frac{1}{2}$	8,374	8,480	8,639	9,138	
2	8,532	8,640	8,802	9,350	
$2\frac{1}{2}$	8,690	8,800	8,965	9,563	
3	8,848	8,960	9,128	9,775	
$3\frac{1}{2}$	9,006	9,120	9,291	9,988	
4	9,164	9,280	9,454	10,200	
$4\frac{1}{2}$	9,322	9,440	9,617	10,413	
5	9,480	9,600	9,780	10,625	
$5\frac{1}{2}$		9,760	9,943	10,838	
6		9,920	10,106	11,050	
$6\frac{1}{2}$		10,120	10,310	11,263	
7		10,320	10,514	11,475	
$7\frac{1}{2}$		10,520	10,717	11,688	
8		10,720	10,921	11,900	12,110
$8\frac{1}{2}$		10,920	11,125	12,113	12,326
9		11,120	11,329	12,325	12,543
$9\frac{1}{2}$		11,320	11,532	12,538	12,759
10		11,520	11,736	12,750	12,975
$10\frac{1}{2}$		11,720	11,940	12,963	13,191
11		11,920	12,144	13,175	13,408
$11\frac{1}{2}$				13,388	13,624
12				13,600	13,840

M. E. S. S. A. Insurance - Insured \$18.04  
 Insured & spouse 40.74  
 Insured & children 33.28  
 Full Family 46.64

A. If a teacher has taught three (3) of the last five (5) years he will receive full credit for all experience in the last twelve (12) years. If the teacher has taught less than three (3) of the last five (5) years he will receive a maximum of seven (7) years credit for his total teaching experience.

This applies only to teachers beginning their employment in the Lakeshore Public Schools starting in the 1969-70 school year and is not retroactive to any other contract.

B. The salary schedule is built with the following levels of BA, BA+10, BA+20, MA and MA+15. Other considerations of hours beyond a degree are deleted.

For hours to be applicable for credit on the BA+10 salary level, the work must be a minimum of a "B" average (or its equivalent). For hours to be applicable for credit on the BA+20 salary level the work must be a minimum of a "B" average (or its equivalent). In order for BA degree teacher to qualify for the BA+20, the second block of ten hours must be at the graduate level. If the work is beyond the MA a minimum grade of "B" must be attained for each hour. All teachers with a Michigan Permanent Teaching Certificate will be placed immediately upon that salary level which is commensurate with their degree and hours. Minimum placement for holders of permanent certificates will be at the BA plus 10 level.

C. Pay for extra hours shall be based upon a certified transcript or transcripts (not report cards) which must be received in the Business Office not later than October 15, 1971. Hours earned after September 1, 1971 shall apply to the salary schedule of the 1972-73 Master Contract (i. e. A given level or degree must be reached by work completed before September 1, 1971.

D. All teachers who are presently receiving pay for extra hours shall have their transcripts reviewed to comply with the above stipulations.

E. Teachers who do not complete a full year shall have their base pay, including extra hours, prorated on the basis of 185 days.

F. EXTRA PAY FOR EXTRA DUTIES:

Coaching Pay Scale

The coaching salaries are based on a prescribed minimal in practice weeks and number of contests. Practices less than the minimal standards will be deducted on a prorata basis of the total coaching salary for that coaching assignment. Coaches are encouraged, however, to build programs for maximum benefits to the team and the school.

Coaching pay scale is predicated on the following percentages as they relate to the B. A. level through the 5th step. But this is not to be construed to mean B. A. + 10 or anything else, and are related also to experience in coaching and not in teaching.

Upon coaches being hired for any of the following positions the head football and basketball coach will be hired according to the number of years of head varsity coaching experience, otherwise all new coaches will start at the base step of the B. A. scale.

Football

Varsity Head Coach (11 weeks)	17%
Varsity Ass't. or J. V. Head (11 weeks)	9%
9th grade Head (11 weeks)	8%
9th grade Ass't. (11 weeks)	7%
7th & 8th grade Head (11 weeks)	7%
7th & 8th grade Ass't. (11 weeks)	6%

Basketball

Varsity Head Coach (16 weeks)	17%
Varsity Ass't. or J. V. Head (16 weeks)	9%
9th grade (15 weeks)	8%
8th grade (14 weeks)	6%
7th grade (14 weeks)	6%
Varsity Head Coach (Track for 10 weeks)	10%
Varsity Ass't. (Track for 10 weeks)	7%
7th & 8th grade (Track for 8 weeks)	6%
Varsity Head Coach (Baseball for 10 weeks)	10%
Varsity Ass't. (Baseball for 10 weeks)	7%
7th & 8th grade (Baseball for 10 weeks)	6%
Varsity Head Coach (Wrestling for 15 weeks)	10%
Varsity Ass't. (Wrestling for 15 weeks)	7%
7th & 8th grade (Wrestling for 12 weeks)	6%
Varsity Head Coach (Golf for 10 weeks)	7%
Varsity Head Coach (Cross-country for 10 weeks)	7%

Junior High Athletic Coordinator	\$300.
Cheerleading (Jr. High )	100.
Cheerleading (Sr. High )	100.
Class Sponsors	
9th. grade (1 per class)	100.
10th grade (1 per class)	100.
11th grade (2 per class)	100. each
12th grade (2 per class)	100. each
Dramatics (2) per play	150.
Debate	100.
Forensics	100.
Student Council (Jr. High)	100.
Student Council (Sr. High)	100.
Yearbook (1 teacher)	150.
Newspaper	100.
Guidance Coordinator	325.
F. F. A.	675.
Sr. High Band	600.
(\$20. per year for 5 years)	
Jr. High Band	400.
(\$20. per year for 5 years)	
Choir	100.

G. 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.

H. Each teacher shall obtain a minimum of six (6) semester 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.

I. Pay for extra assignments and/or extended school year 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.

J. 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.

K. Special Education teachers (as defined by the Department of Education) will be paid 5% above the normal step on the 1971-72 salary schedule with the limitation that no teacher will receive a salary in excess of that presented on the approved 1971-72 Berrien County Intermediate School District Salary Schedule.

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

#### ARTICLE XX - MISCELLANEOUS PROVISIONS

##### A. L.E.A. - Administration Communication Committee

A committee consisting of the Lakeshore Superintendent, Assistant Superintendent, Curriculum Director, LEA President, Vice President, Ethics Committee Chairman and Chairman of the LEA Negotiating Team shall be established to investigate and discuss matters of concern pertaining to the smooth operation of the Lakeshore school system.

The operating procedure and times for meeting shall be determined by the committee. Items for discussion may be forwarded by either party prior to each initial meeting. Items for discussion shall be limited to those affecting the entire school system.

Findings, recommendations and/or conclusions may be reported to the LEA and the Lakeshore Board of Education.

B. An orderly procedure for the reduction of staff shall be agreed upon by the LEA-Administration Communication Committee should a reduction of staff become necessary due to a lack of available funds.

C. It is the sole responsibility of the teacher to maintain certification. Certification must be assured before contracts shall be issued.

D. 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.

E. 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.

F. 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 provisions 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.

G. Three hundred copies of this Agreement will be printed of which one-hundred seventy-five (175) copies shall be presented to the Association for distribution to all teachers now employed. Copies will be made available to teachers who are being considered for employment, but will not be printed for public distribution. Copies shall also be made available to all administrators and Board members of the Lakeshore Public Schools. The cost of the printing of this Agreement will be equally shared by the Association and the Board.

H. 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.

I. 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.

J. The golf coach shall be paid 10 cent per mile for the most direct route for use of his personal car for driving to practice sessions.

K. 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.

L. Teachers' Association funds will not be the responsibility of the Board.

M. Custodians shall be responsible for only the routine housekeeping chores for the teachers' lounges. It shall be the responsibility of the teachers to maintain the cleanliness of the lounges in all other respects.

N. Teachers who 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.

O. The Board, with the cooperation of the Association, 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 name, home address, and home telephone number.

P. A teacher, if he/she so desires, with a planned program approved by both teachers and building principals, may exchange teaching positions for a maximum of one (1) day per year for the purpose of exchanging and sharing ideas to broaden the experience of the teaching staff. This exchange of teachers may be within the school district or between school districts.

Q. The provisions of the Agreement shall be the sole basis and conditions for employment by the Board.



## ARTICLE XXI - DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1971 and shall continue in effect until the 31st day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. The 1972-73 contract shall be open to negotiations in all of the economic areas. The non-economic area will be negotiated only in the areas listed on the supplement page in this contract. If either party desires to bring a non-economic matter not listed in the supplement to the table for consideration it must be mutually agreed upon by both parties. Neither party shall have the right to limit those items that shall be placed in the supplement. Any items or sections discussed and changed during the 1971 negotiations will not be opened to negotiation for the 1972-73 contract. Discussed items that were tabled or withdrawn could be open for discussion.

## ARTICLE XXII - 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 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 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

LAKESHORE BOARD OF EDUCATION

Dennis P. Bruick  
President

Donall W. Gast  
President

Marlene Davino  
Secretary

John W. Steinhilber  
Secretary

Beatrice Blagott  
Treasurer

Mary Jane Waldenmaier  
Treasurer

LAKESHORE PUBLIC SCHOOLS  
TEACHER EVALUATION

FORM A

Teacher \_\_\_\_\_

Date \_\_\_\_\_

School \_\_\_\_\_ Subject or Grade \_\_\_\_\_ Principal \_\_\_\_\_

The AVERAGE rating signifies a competent, consistent teacher possessing adequate skills and one who is a dependable performer.

Absence of check means not observed, or insufficient evidence.

1. Instructional Skills and Abilities STRONG AVERAGE WEAK

a. Empathy with students			
b. Provision for individual differences			
c. Reasonable standards for pupil achievement			
d. Classroom environment			
e. Student Discipline			
f. Use of supplementary resources and aids			
g. Evidence of good planning			
h. Originality and creativity			
i. _____			

2. Relationship to School, Faculty and Community

a. Staff relations			
b. Professional attitude			
c. Promptness and accuracy in routine matters			
d. Willingness to seek help when needed			
e. Parent relations			
f. _____			

3. Personal Characteristics

a. Appearance			
b. Poise and emotional stability			
c. Adaptability			
d. Enthusiasm			
e. Patience			
f. Language usage			
g. _____			

Comments:

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Triplicate: Superintendent  
Principal  
Teacher

LAKESHORE PUBLIC SCHOOLS  
TEACHER EVALUATION

FORM B

Teacher \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_ Subject or Grade \_\_\_\_\_ Principal \_\_\_\_\_

1. Specific Areas of Strength:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Specific Areas of Weakness:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Suggestions for Improvement:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Comments:  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT RECOMMENDATION FOR 19\_\_\_\_ 19\_\_\_\_ : Continuing Tenure \_\_\_\_\_  
2nd Probation \_\_\_\_\_ Supplemental Tenure \_\_\_\_\_  
3rd Probation \_\_\_\_\_ Not Recommended \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Triplicate: Superintendent  
Principal  
Teacher

LAKESHORE PUBLIC SCHOOLS  
GRIEVANCE RECORD

FORM A

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

To: \_\_\_\_\_ Date Written Grievance Submitted \_\_\_\_\_

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

Date of Incident \_\_\_\_\_ STEP ONE - Date of Oral Referral by Griever \_\_\_\_\_

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 Superintendent \_\_\_\_\_

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 \_\_\_\_\_

Grievance record should be made in quadruple form until final disposition is made.

Copy #1 to Supt. Office, #2 to LEA, #3 to Principal, #4 to Grievant

## GRIEVANCE PROCEDURE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Event occurs		Oral grievance to principal		Written grievance to principal
		Meeting with principal		
1st written response from principal				
Grievance filed with superintendent				
Superintendent meets with LEA Grievance Comm.			Superintendent indicates disposition of grievance	
Grievance placed on Board agenda for next Bd. Mtg.				
Board Meeting				
		Written response from Board		
		Assoc. notifies Board in writing of intent to appeal and requests for-		
Arbitration panel set up		mation of panel		
Decision of panel made known to Board & Assoc.				