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1969 - 1970

L'ANSE CREUSE TEACHERS'

MASTER CONTRACT

L'Anse Creuse Public Schools

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L'ANSE CREUSE PUBLIC SCHOOLS 1969-1970
TEACHERS' MASTER CONTRACT

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1969-1970 TEACHER MASTER CONTRACT

L'ANSE CREUSE PUBLIC SCHOOLS

This agreement entered into this Second day of September, 1969, by and between the Board of Education of L'Anse Creuse Public Schools School District, Mount Clemens, Michigan, hereinafter called the "Board" and the L'Anse Creuse Education Association, hereinafter called the "Association".

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the L'Anse Creuse Public Schools School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract and any categories not deemed supervisory shall be included in the unit: Excluding Superintendent, Assistant Superintendent, Director of Employee and Public Relations, Administrative Assistant for Business Affairs, Director of Non-Instructional Services, Principals, Assistant Principals, Curriculum Coordinator, and Special Education Supervisor. 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 teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreement. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with this section of this Agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments of the

LCEA and the Michigan Education Association and the National Education Association. In the event that such sum shall remain unpaid for a period of sixty (60) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement the services of such teacher shall be discontinued at the end of the current semester. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized by the parties as reasonable and just cause for termination of employment.

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

The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article I of this Agreement.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, 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 color of law 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 Act 379 or other laws of Michigan or the Constitution of Michigan and the United States of America; 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 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. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall not be prevented from using school building facilities in accordance with the current school facility use policies and forms. No teacher shall be

prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The Association will be allowed the use of established communication facilities.

D. The Board agrees to furnish to the Association in response to reasonable requests to the Superintendent of Schools, from time to time, all available information which is public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, budgets, agendas and minutes of Board of Education meetings, treasurer's reports, census and membership data, names and addresses of all teachers.

E. The Association shall be encouraged to appoint committees to study such matters as school finance, construction and policy so that the advice of such committees shall be presented to the Board of Education at the end of each semester and/or as requested by the Board.

F. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, The Association agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized or undertaken by its members within the life of this contract and that any teacher engaging in a concerted work stoppage, authorized or unauthorized by the Association, in the L'Anse Creuse School District or any of its schools will be subject to dismissal according to statutory provisions.

ARTICLE III

Management Rights

Authority of Board- It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by the provisions of this agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended.

ARTICLE IV

Professional Compensation

A. The basic salaries of teachers (Schedule A) covered by this Agreement is incorporated in this Agreement. Such schedule shall remain in effect during the term of this Agreement.

B. The Salary Schedule is based upon the regular school calendar as set forth in Schedule B and the normal teaching load as defined in this Agreement. A teacher assuming the responsibility for an additional class period, beyond those considered as a part of the normal teaching load, on a regularly scheduled basis shall be compensated at the rate of one-sixth (1/6) of his annual salary. Teachers of summer classes, driver education classes and behind the wheel driving instruction will be paid at the rate of six dollars (\$6.00) per hour.

When elementary teachers assume the duties of any regularly scheduled special service teacher, they shall be compensated on a pro-rated basis of six dollars (\$6.00) per hour. This applies only when the special service teacher is not available to perform his duties.

C. A teacher shall be released from regular duties without loss of salary at the rate of one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association, provided, that the two days annual released time be scheduled so as to allow all teachers to be gone at the same time. Nothing in this paragraph shall be construed to suggest that two days will be granted each individual teacher at his or her request in such a manner that the school district will be forced to maintain school for the youngsters involved and bear the cost of a substitute teacher for those days.

D. Credit for experience outside the school system shall be evaluated by the Board of Education and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit to a maximum of six (6) years shall be given for years of teaching experience outside the L'Anse Creuse School District providing the teacher has not reached the maximum level on the salary schedule.

E. Increments (Index Adjustments) become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1.

F. Longevity payments will be granted at the rate of 2% for 15 to 20 years service and 4% for 21 or more years of service, all of which has been within the L'Anse Creuse Public Schools System. The exact longevity pay will be determined by applying appropriate percentage factor to the top step of the salary schedule (at the appropriate degree level) of the person awarded longevity payment.

G. Substitute teachers employed from day to day shall receive twenty-five dollars (\$25.00) per day.

Substitute teachers employed in the same position for more than twenty (20) consecutive days will receive twenty-eight dollars (\$28.00) per day beginning with the twenty-first (21) day.

Substitute teachers employed for one semester shall be employed at the rate of twenty-eight dollars (\$28.00) per day.

H. Teachers who, in the course of their work, are required to move from one school building to another shall receive an allowance of ten cents (10¢) per mile one way.

ARTICLE IV

SCHEDULE "A"
SALARY SCHEDULE

YEARS	B.A.	M.A.	*EDS	INDEX
0	\$7,350	\$7,900	\$8,350	1.000
1	7,570	8,137	8,601	1.030
2	7,864	8,453	8,935	1.070
3	8,232	8,848	9,352	1.120
4	8,600	9,243	9,770	1.170
5	8,967	9,638	10,187	1.220
6	9,408	10,112	10,688	1.280
7	9,878	10,618	11,222	1.344
8	10,385	11,163	11,799	1.413
9	10,915	11,732	12,400	1.485
10	11,473	12,332	13,034	1.561
11		13,035	13,777	1.650

B.A. + 15 Semester hours	\$150 Additional
B.A. + 25 Semester Hours	200 Additional
B.A. + 30 Semester Hours	300 Additional
M.A. + 15 Semester Hours	150 Additional
M.A. + 30 Semester Hours	300 Additional
M.A. + 50 Semester Hours	450 Additional
M.A. + 80 Semester Hours	600 Additional

* The Master's in Social Work Degree will be placed on the same salary level as the Ed.S. Degree under the following conditions: The Master's in Social Work Degree must have been earned through a program requiring two (2) full years of work beyond the Bachelor's program. The employee must have been awarded a Master's in Social Work Degree. The employee must be working as a social worker within the school system.

ARTICLE IV

SCHEDULE "A" - 1
 SUPPLEMENTAL SALARY SCHEDULE

Gymnastics, High School	4%
Gymnastics, Junior High	4%
Elementary Physical Education	3%
Cheerleading, High School	2%
Cheerleading, Junior High	2%
Yearbook, Senior High	7%
Yearbook, Junior High	3%
Freshman Class Advisors	1%
Sophomore Class Advisors	2%
Junior Class Advisors	3%
Senior Class Advisors	4%
Newspaper	4%
Debate-Forensics	4%
Dramatics -2 plays	3% per play
Band Director, Senior High	6%
Band Director, Junior High	2%
Choral Director, Senior High	2%
Department Heads	10%
"Active" Clubs	1% each
G.A.A.	4%
Music and Cooperative Ed. Coordinator	6%
Elementary Librarians	3%
Audio Visual Coordinator, Senior High	4%
Audio Visual Coordinator, Junior High	2%

(continued)

ARTICLE IV
 SCHEDULE "A" - 1
 SUPPLEMENTAL SALARY SCHEDULE (continued)

	<u>Special Education</u>	
Diagnostician		10%
Special Education Teacher		5%
Visiting Teacher		10%
Speech Therapist		5%

Pay for each of these positions will be calculated by applying the percentage factor indicated for the job to the Bachelor's Degree base salary. (Step zero (0) of Salary Schedule "A" of this Article.)

ARTICLE IV
 SCHEDULE "A" -2
 SUPPLEMENTARY SALARY SCHEDULE FOR COACHING

<u>Football</u>		
Head Coach		9%
Varsity Assistant (2)		6%
JV Football		6%
JV Assistant		5%
Ninth Grade		6%
Ninth Grade Assistant		4%
7th and 8th Grade		5%
7th and 8th Grade Assistant		3%
<u>Basketball</u>		
Head Coach		9%
JV Coach		6%
Ninth Grade		6%
7th and 8th Grade		5%
7th and 8th Grade Assistant		3%
<u>Wrestling</u>		
Head Coach		8%

ARTICLE IV
SCHEDULE "A" -2
SUPPLEMENTARY SALARY SCHEDULE FOR COACHING (continued)

Baseball

Varsity Baseball	7%
Ninth Grade	5%

Track

Head Coach	7%
Assistant and Cross-Country	6%
Ninth Grade	5%
7th and 8th Grade	5%

Golf

Head Coach	4%
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Remuneration(annual) for a given extra duty bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is that represented by the teacher's previous years of experience in directing a given activity in L'Anse Creuse Schools plus credit for not more than four (4) years outside experience.

ARTICLE V

Teaching Hours

- A. Teachers shall report for duty no later than fifteen (15) minutes prior to the first class period.
- B. Teachers shall be free to leave the school building fifteen (15) minutes after the last period of the day provided that:

1. All busses have departed with their passengers. In the event that busses are late only those teachers assigned to bus duty may be retained for supervision until busses depart.

2. School buildings shall be closed to students beyond the regular school day plus fifteen (15) minutes, unless prior arrangements have been made with a teacher or teachers and/or principal and proper supervision has been provided.

3. By prior arrangements of the teacher and/or principal, teachers shall be available for after school parent conferences, etc. However, effort shall be made to schedule such meetings on days other than Friday or the day prior to a holiday vacation. When scheduling parent conferences, both the teacher and parent should be given ample time to arrange a productive meeting.

- C. A lunch period of thirty (30) minutes will be guaranteed to the teachers of grades kindergarten through sixth for lunch and/or other teacher use. Teachers may be utilized for supervision during inclement weather or other uncontrollable circumstances and according to the routine schedule as long as such duty does not interfere with the guaranteed thirty (30) minutes lunch period.

Secondary teachers shall be entitled to a duty-free unobstructed lunch period of thirty (30) minutes.

ARTICLE VI

Teaching Loads, Assignments and Qualifications

- A. In the secondary schools, each teacher shall be allowed no less than one (1) conference and/or preparation period per day as part of the recognized daily schedule. Teachers at the secondary level may occasionally be requested to fulfill other supervisory functions, provided, said supervisory functions do not detract from their thirty (30) minutes unobstructed lunch period. Assignments beyond the provisions of this paragraph shall be paid in accord with Section "B", Article IV.

- B. Since pupils are entitled to be taught by teachers who are working within their area of greatest competence, it shall be the

policy of the L'Anse Creuse Public Schools to assign teachers in areas which,

1. they have demonstrated competence and/or
2. they have achieved a major training emphasis and/or
3. in fields appropriate to their certification and/or
4. in areas in which both teacher and principal deem the teacher to be interested and potentially proficient.

C. Teachers who will be affected by a change in grade assignment in the elementary schools, or by a change in subject assignment in the secondary schools, will be notified by the principal as soon as practicable. Every effort will be made to avoid re-assignment of probationary teachers unless the teacher requests such a change or unless as a result of the teacher's prior experience the principal deems said teacher's qualifications best suit said teacher to a different grade and/or subject assignment.

Upon request each secondary teacher shall be given a tentative list of subjects (e.g. Three social studies and two English) he will teach the forthcoming school year no later than the last day of school. Teachers will be notified of necessary changes of subjects by August 22, unless an emergency requires a change at a later date.

D. Conference periods in the elementary schools will be those which result from the schedule established by music teachers or any other special teachers who assume the responsibility for the entire class group. Elementary teachers may be occasionally requested to fulfill other supervisory functions provided, supervisory functions do not detract from their thirty (30) minutes unobstructed lunch period.

E. The Board will endeavor to hire first, for regular teaching positions, those qualified teachers who possess a Provisional or Permanent Certificate.

The employment of teachers on special certificates shall be only in cases of necessity or where the teacher has outstanding credentials.

F. Adult education courses, driver education and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

G. The teachers' advisory committees of the secondary schools will meet with the building administration concerning the organization, sponsorship and chaperoning of dances.

H. An elementary advisory committee will meet with representatives of the administration for the purpose of studying the needs for special teachers. The findings of this committee shall be evaluated by the Board of Education for possible implementation.

ARTICLE VII

Teaching Conditions

The parties recognize that the availability of **optimum** school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

1. ELEMENTARY

Kindergarten	25
First-Third Grade	28
Fourth-Sixth Grade	30

2. SECONDARY

English)	
)	
Social Studies)	
)	
General Education)	
)	
Mathematics)	30
)	
Science)	
)	
Language)	
)	
Business)	
)	
Bookkeeping		24
Typing		35
Industrial Arts		24
Drafting		30
Vocational Shops		24
Homemaking		24

Music 40 (except as required for Choir, Band, Orchestra, etc.)
Art 24 (or as sectioned.)
Phys.Ed. 45
Hygiene 30 (except when scheduled as part of P.E.)

3. SPECIAL EDUCATION

Special 15 (classes for handicapped or mentally retarded)
Emotional 8 (classes for emotionally disturbed)

If at any time it is found that a specified limit is exceeded by more than 25% then the involved principal, and the Superintendent's representative, and an Association representative shall meet to plan means for relieving the situation.

For instruction requiring specialized facilities, the available work stations shall control when that number is less than that provided above.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools which are necessary to a quality education, and agrees at all times to keep schools reasonably and properly equipped and maintained. With this in mind, the Board agrees to guard zealously against all attempts from various and sundry groups to limit funds available for such tools at a dollar level below that which is required to maintain these supplies adequately.

C. Since the Board realizes that the health and safety of the students and professional employees is of the utmost importance for a sound education program, the Board agrees that teachers will not be expected to report to, or work when, the school is forced to be closed because of unsafe driving conditions or breakdown of heating or sanitary equipment.

D. For the convenience, comfort and privacy of teachers, each building shall contain a room which shall be reserved for teachers' use and restricted from student use.

E. Whenever possible telephones for authorized teacher use should be located in such a manner as to insure privacy.

F. Off street parking facilities shall be provided all teachers.

G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or

marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

H. Curriculum study will be done during hours other than regular teaching hours. Teachers are encouraged to apply for the study committees on which they would like to serve. Members of the committees and areas which are to be studied will be determined by the Superintendent. The Superintendent will post prior to selection of the committee members the areas to be studied.

I. As a normal part of this contract, and not requiring any additional compensation, all schools in the district will dismiss their students one (1) hour early on the second Tuesday each month, October through May, inclusive.

This plan will allow five (5) regular building faculty meetings of approximately one (1) hour and fifteen (15) minutes, and three (3) in-service training meetings of approximately one (1) hour and thirty (30) minutes during the school year.

In order to enable building staffs to meet periodically during this year, special building staff meetings shall be conducted after the normal teaching hours. Attendance at building staff meetings will be required unless previously excused by the building principal. Principals must provide the Superintendent with agendas for all building staff meetings which are held. Special building staff meetings shall not exceed two (2) hours in length.

ARTICLE VII
 SCHEDULE "B"
 CALENDAR FOR 1969 - 1970

August 29, Friday	Faculty Meeting (New Staff Only)
September 1, Monday	Labor Day (School Closed)
September 2, Tuesday	General Staff & Building Meetings
September 3, Wednesday	Registration
October 16 & 17, Thurs. & Fri.	State Teachers Institute (School Closed)
November 26, Wednesday	Thanksgiving Vacation (Close at Noon)
November 27, Thursday	Thanksgiving Day
December 1, Monday	School Reopens
December 19, Friday	Christmas Vacation (End of Day)
December 25, Thursday	Christmas Day
January 1, Thursday	New Year's Day
January 5, Monday	School Reopens
January 29 & 30, Thurs. & Fri.	End of First Semester, Record Days (School Closed)
February 2, Monday	School Reopens
March 26, Thursday	Easter Vacation (End of Day)
March 29, Sunday	Easter Day
April 1, Wednesday	School Reopens
May 29, Friday	Memorial Day Holiday (School Closed)
June 11 & 12, Thurs. & Fri.	End of Second Semester, Record Days (School Closed)

It is agreed that in the event the Board is unable, prior to June 12, 1970 to schedule and provide 180 days of student instruction as required by law, regardless of the cause of such inability, the Board and Association shall schedule additional student instruction days prior to or subsequent to such date as may be needed to meet the legal requirements without additional compensation to the teachers

Provided however, that if the cause of such inability to schedule 180 days of student instruction is beyond the control of the teaching staff (sufficient numbers of teachers are present and willing to teach the children who are present), teachers shall be compensated for such additional days which become necessary at each teacher's annual salary rate in effect during the school year affected thereby, except those teachers who were not present will not receive pay for the additional days.

ARTICLE VIII

Vacancies, Promotions and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If application has been made for such a vacancy by a person or persons within the school district, the Superintendent may determine to fill this vacancy on a temporary basis.

C. The Board declares its support of a policy of filling vacancies, including vacancies in Supervisory positions, from within its own teaching staff. Whenever an instructional vacancy arises, the Superintendent shall notify the Association President and post within each building notices of such vacancies five (5) days prior to the deadline for filing applications. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. "Service" in the district, for purposes of this agreement, shall mean continuous employment in the district, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.

D. An involuntary transfer will be made only to satisfy the legitimate objectives of the administration and so that the overall legitimate needs of the school district are not impaired or adversely affected. In case the teacher feels he has a legitimate objection to the transfer, he may have a conference with the Superintendent concerning such objection. The Superintendent's decision in such transfers shall be final.

E. Any teacher who shall be transferred to Supervisory or Executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to Supervisory or Executive status.

ARTICLE IX

Reduction in Staff

A. Any necessary reduction of personnel shall be on a seniority basis consistent with the qualifications of the teacher and teaching needs as determined by the Board.

B. Teachers on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be given the opportunity to be appointed on a seniority basis to the first vacancy for which they are certified and qualified in the school district.

ARTICLE X

Leaves

A. Illness or Disability

1. Any previous accumulation plus one (1) day per month of service commencing this year shall be allowed for illness of an employee or serious illness in the employee's immediate family. (Immediate family shall be interpreted as: mother, ~~father~~, husband, wife, child, sister, and brother or the family unit living in the same household.) The unused portion of such allowance shall accumulate from year to year without limitation.

2. A sick leave bank shall be maintained by the Association. Days are to be accumulated from one year to the next. If, at the beginning of the school year, the number of days in the common bank is below two-thirds (2/3) of the number of teachers contributing to the leave bank, then each teacher shall contribute one day from their sick leave allowance.

3. A teacher who is unable to teach because of personal illness as indicated in writing by a qualified M.D. or D.O. and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness up to one year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position, providing a vacancy exists.

4. Upon the recommendation of the Superintendent, the Board may, at the Board's expense require a teacher to submit to

physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted provided that any teacher so placed on leave of absence shall have the right to a hearing in accordance with the Tenure Law.

Any such teacher whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.

5. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall be supplemented with a sufficient amount to maintain his regular salary for up to 180 days. Days lost up to 180 days while teacher is covered by Workmen's Compensation will not be charged against teacher's sick leave.

B. Professional and Personal Business

Leaves of absence with pay not **chargeable** against the teacher's sick leave allowance (except as described in sections 7 and 8 listed below) shall be granted for the following reasons:

1. Approved visitation (approved in writing by the Superintendent of Schools) at other schools or for attending educational conferences or conventions.

2. Each teacher shall be granted one (1) day per semester leave with pay, during each working year, for personal business. Personal business days must have prior approval from the Superintendent before being granted.

3. Absence when a teacher is called for jury duty.

4. Time necessary to take selective service physical examination.

5. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.

6. In number five (5) this section shall apply if the teacher is a plaintiff or defendant only if the decision of the court is in favor of the teacher.

7. Three (3) days shall be allowed for a death of a member of the immediate family. (Immediate family shall be interpreted as: mother, father, husband, wife, child, sister, and brother, or the unit living in the same household.) Any additional days deemed necessary up to five (5) shall be charged to sick leave.

One day leaves may be granted for funerals of others than in the immediate family and will be charged to sick leave with approval of the Superintendent.

8. Up to three (3) days will be allowed for emergency situations such as disasters (fires, severe weather damage, etc.) to personal property to be charged against sick leave.

C. Maternity Leaves

A leave of absence for maternity, without pay, shall be granted to any employed staff member, upon written request for such leave. The leave shall be for up to one (1) year. Said leave may be renewed upon written application to the Superintendent of Schools. The application for such leave must be filed not more than three (3) months after pregnancy has been determined. The employee shall terminate her work not later than the end of the fifth month of pregnancy, or upon the recommendation of the Superintendent of Schools. The Board of Education may grant a teacher adopting a child similar leave. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave.

D. Leaves of Absence

1. Leaves of absence of not more than one (1) year without pay may be granted upon application for the following purposes:

a. Study related to the teacher's license field.

b. Study to meet eligibility requirements for a license other than that held by the teacher.

c. Study, research or special teaching assignments involving probable advantage to the school system.

2. Leaves of Absence of not more than two years without pay may be granted upon application for the following purposes:

a. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties of the Association.

b. The Board shall grant a leave of absence without pay to any teacher to serve in public office.

Upon return from a leave a teacher shall be assigned to the same or similar position, providing a vacancy exists. Further, a teacher returning from a leave shall not be credited with those salary increments nor other benefits which would have occurred had his services not been interrupted except that the Superintendent may grant such increments or benefits for special cases.

E. Military Leave

Military leaves of absence shall be granted to any L'Anse Creuse teacher who shall be inducted or shall enlist for a tour of military duty to any branch of the armed forces of the United States. Teachers on military leave, upon their return to service of L'Anse Creuse Public Schools, shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

F. Release Time for Association Business

In the event that the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for further cause of its own professional purposes, or other business leaves pertinent to the Association affairs, said representative shall be excused providing the frequency is no more than twenty (20) combined days a year and providing the Association will reimburse the district for the cost of substitutes.

G. Leaves referred to in Sections C and D of this Article apply only to tenure teachers.

ARTICLE XI

Insurance Protection

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

The Board shall provide full payment of teacher comprehensive hospitalization, medical and surgical protection to the teacher and his immediate family under the current basic Blue Cross Master Medical Insurance Plan, excluding any riders. The effective date of said subsidy will be October of the year 1969. Said coverage to be continuing throughout period of employment, including summer months. Termination of such subsidy shall be effective June 30 of the last year of employment in the L'Anse Creuse Public Schools.

B. The Board shall adopt the necessary resolution to do all those things necessary to provide teachers payroll deduction privileges for Tax Deferred Annuities.

C. The Board shall provide, without cost to the teachers, group life insurance protection in the amount of \$5,000.00 that will be paid to the teacher's designated beneficiary. Termination of such subsidy shall be effective June 30 of the last year of employment in the L'Anse Creuse Public Schools.

ARTICLE XII

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher which shall result in a written evaluation shall be conducted without the use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices.
- B. Each teacher shall have the right, upon request, to review the contents of his evaluation records made in this school district. A representative of the Association may be requested to accompany the teacher in such review.
- C. A teacher shall at all times be entitled to have present a representative of the Association when any administrative act results in a reduction in rank, compensation, or deprivation of any professional advantage.
- D. Probationary teachers shall be evaluated at least three (3) times during the school year. The third evaluation for probationary teachers shall be sixty (60) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once a year. The teacher will sign all copies of each evaluation to attest that each evaluation has been read by the teacher and reviewed with the building principal making the evaluation. Each teacher shall be given his personal copy of each evaluation at the evaluation conference.
- E. Classroom evaluation shall be conducted by the teacher's building principal. Procedures for evaluation of the probationary teachers shall take place as outlined in the present tenure policy.

ARTICLE XIII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classes is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of 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 pupil.
- B. Any case of assault with the threat to do bodily harm or battery upon a teacher shall be promptly reported to the Board or its designated representative. Student shall immediately be removed from the school program and placed under the direct charge of the appropriate designated authority with suspension

as soon as arrangements can be completed for said student's safe deposit at home. Said suspension to continue until appropriate action is taken. Upon request the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

C. If any teacher is complained against or sued by reason of disciplinary action, as specified in the General School Laws, taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident within the stipulations of this Article and agreed to by the Superintendent of Schools shall not be charged against the teacher. If a satisfactory solution cannot be agreed upon by the teacher and the Superintendent, the grievance procedure may be invoked.

E. Teachers shall exercise reasonable care with respect to the safety of pupils and property. Within such reasonable care, the teacher shall not be held individually liable for any damage or loss to person or property.

F. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full written particulars of the incident. Prior to the next meeting of that class period the teacher will meet with the principal.

G. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital within provisions of the Workmen's Compensation Act, and shall not result in a loss of or reduction in salary.

H. A teacher, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of teacher negligence, may gain a reasonable settlement if agreed to by the Superintendent. If a satisfactory solution cannot be agreed upon by the teacher and the Superintendent, the grievance procedure may be invoked.

I. A complaint by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention if the complaint is considered serious by the appropriate administrator or if it is used as a basis for reprimanding a teacher.

ARTICLE XIV

Negotiation Procedures

A. In negotiations neither party 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 outside the school district. At the first negotiating session the number of negotiators for each team shall be determined and other procedural rules drawn. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to ultimate ratification.

B. Special Conference. It is understood that problems of mutual concern may arise from time to time. Either party may request a conference to discuss such problems. The agenda shall be limited to the problems indicated on the request.

C. Negotiations for the following contract year will begin prior to the fifteenth (15th) day of April. If a contract agreement is not reached prior to the last scheduled day of school for the present school year, negotiations may be mutually suspended until three calendar weeks prior to Labor Day unless a later date is agreed upon.

ARTICLE XV

Grievances Which May End in Arbitration

A. A grievance is defined as an alleged violation of a specific Article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted according to the Grievance procedure herein.

B. The Grievant may invoke the formal grievance procedure on the properly designated form, signed by the Grievant and a representative of the Association, which form shall be available for the Association's representative in each building. A copy of the grievance form shall be delivered to the principal within four (4) days of the distressing issue. If the grievance involves more than one school building, it may be filed with the Director of Employee and Public Relations.

C. Within four (4) school days of receipt of the grievance, the principal or supervisor shall meet with up to two (2) representatives of the Association's Professional Rights and

and Responsibilities Committee in an effort to resolve the grievance in writing within four (4) school days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within four (4) school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later), the grievance shall be transmitted within four (4) school days to the Director of Employee and Public Relations. Within four school days the Director of Employee and Public Relations shall meet with up to two (2) representatives of the Association's Professional Rights and Responsibilities Committee on the grievance and shall indicate his disposition of the grievance in writing within four (4) school days of such meeting, and shall furnish a copy thereof to the Association. If the Director of Employee and Public Relations is not available, the grievance may be filed with his designated representative.

E. If the Association is not satisfied with the disposition of the grievance by the Director of Employee and Public Relations or if no disposition has been made within four (4) school days of such meeting, (or eight (8) school days from the date of filing, whichever shall be later), the grievance shall be transmitted within four (4) school days to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board and the Superintendent, within fifteen (15) school days, will hold a hearing on the grievance with up to three (3) representatives of the Association's Professional Rights and Responsibilities Committee, 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 such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within seven (7) school days of such meeting, (or twenty-two (22) school days from the date of filing, whichever shall be later), the grievance shall be submitted by notice in writing within fifteen (15) school days to a Final Committee.

Within seven (7) school days from the date of filing the Board shall appoint two (2) members and the Association shall appoint two (2) members to the Final Committee. The Final Committee shall select a fifth member within fifteen (15) school days and the Committee shall make its final decision within thirty (30) school days after the selection of said fifth member. A majority vote of three persons shall conclude the grievance procedure and such decision shall be binding on both parties. All cost incurred for the fifth member shall be borne equally by both parties.

The Final Committee of five (5) shall be limited in its power as follows:

1. It shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. It shall have no power to establish salary schedules or change any salary or supplemental pay.

3. It shall have no power to change practices, policy, or rule of the Board nor to substitute its judgement for that of the Board as to the reasonableness of any such practices, policy, rule or any action taken by the Board. Its power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and it shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

4. It shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, the Final Committee shall give due regard to the responsibility of the management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. There shall be no appeal from a decision of the Final Committee if said decision is within the scope of its authority as set forth above. It shall be a final and binding decision on the Association, its members, the employee or employees involved and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court of labor board from a decision of the Final Committee nor shall the Association or its members by any other means attempt to bring about a settlement of any grievance unless all parties agree to some other satisfactory solution.

G. Claims for Back Wages. All grievances concerning claims for back wages must be filed in writing within four (4) school days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than four (4) school days prior to the date a written grievance is filed.

1. all claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.

No decision in any one case shall require a retroactive wage adjustment nor any other adjustment in any other cases.

H. 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 compensation loss, less any remuneration earned during the period of discharge.

If he shall have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him less any remuneration earned during the period of discharge.

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

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.

K. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XVI

Grievance Which May End in Mediation

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

B. Same as Section B in Article XV.

C. Same as Section C in Article XV.

D. Same as Section D in Article XV.

E. Same as Section E in Article XV.

F. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the grievance may be submitted within fifteen (15) days to the State Labor Mediation Board.

G. Same as Section H in Article XV.

- H. Same as Section I in Article XV.
- I. Same as Section J in Article XV.
- J. Same as Section K in Article XV.

ARTICLE XVII

Special Student Programs

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience. Special attention will be given to reducing class size where special students are placed.
- B. The Board will attempt to increase the psychological testing program, to add school psychologists to the district, to employ visiting teachers, and to correlate the activities of these specialists with the regular classroom activities of the teachers so as better to meet the needs of the students in the community.

ARTICLE XVIII

Teacher Educational Improvement

- A. The parties support the principle of continuing training of teachers.
- B. The Board agrees to pay the tuition costs for the employees who participate in and satisfactorily complete course work designed to meet the specific in-service educational needs of the district, as determined by the Superintendent. It is understood that whenever possible the tuition costs will be paid directly to the sponsoring agency.
- C. The Board agrees to provide funds for teachers who are authorized by the Superintendent to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board.

ARTICLE XIX

Sabbatical Leave

- A. Sabbatical leave of absence may be granted to members of the professional staff of the school district upon recommendation of the Superintendent of Schools. The professional competence

of the staff member and the general welfare and advantages accruing to the school shall be the general factors of consideration requisite to approval of requests for sabbatical leave.

Other qualifications which should be met by the person making application for sabbatical leave are:

1. Applicant must hold a life or permanent certificate.

2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the public schools. Absence from service for a period of not more than one (1) year under leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years.

3. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.

4. A maximum of two (2) per cent of the professional employees may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various groups of the professional staff.

5. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.

6. As a condition to receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he will remain in the service of the public schools for a period of two (2) years after the expiration of said leave.

7. Application must be made by March 31, prior to the school year for which leave is requested.

B. The following conditions pertain to the acceptance of applications for sabbatical leave:

1. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties.

2. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools.

3. The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

C. Requirements and status while on sabbatical leave are defined as follows:

1. The compensation for the staff member on sabbatical leave shall be one-half of the salary he would receive if on active staff status for the period in which the leave is effective.
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff.
3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
4. The regular sick leave policy shall apply to an employee on sabbatical leave.
5. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
6. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools and the employee may agree upon in writing.
7. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employee's Retirement Funds.
8. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent of Schools and transmitted to the Board of Education.
9. A teacher upon return from sabbatical leave shall be restored to his teaching position or to a position of benefit to the public schools as approved by the central office.
10. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.
11. If an employee completed the planned program of the leave, but does not return to service in the L'Anse Creuse Public Schools, he shall, within two (2) years, repay to the Board of Education the amount received by him during the sabbatical leave.
12. If an employee does not remain in the L'Anse Creuse Public Schools for two years immediately following his sabbatical leave, he shall, within two (2) years repay, to the Board of Education the same fraction of the amount granted as that fraction of the two (2) years of the unfilled period of service. This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board of Education.

ARTICLE XX

Professional Responsibility

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

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

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession may be reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XXI

Duration of Agreement

This Agreement shall be effective as of September 1, 1969, and shall continue in effect for one (1) year until the day of August 31, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XXII

Separation Clause

If any provision of this Agreement or any application of this 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.

L'ANSE CREUSE EDUCATION
ASSOCIATION

BY _____
Raymond Brooks, President

BY _____
Miss Lucy Urban, Secretary

BOARD OF EDUCATION OF L'ANSE
CREUSE PUBLIC SCHOOLS SCHOOL
DISTRICT

BY _____
Charles M. Pate, President

BY _____
Glen H. Peters, Secretary