

**CURT SPRUNGER**

**DIRECTOR - EMPLOYEE & PUBLIC RELATIONS**

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**L'ANSE CREUSE PUBLIC SCHOOLS**

**25585 CROCKER BLVD.  
MOUNT CLEMENS, MICH. 48043  
463-1913**

Aug 31, 1974

L'ANSE CREUSE TEACHERS'

MASTER CONTRACT

1973 - 1974

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L'Anse Creuse Public Schools (Mt. Clemens)

L'Anse Creuse Public Schools  
1973 - 1974  
Teachers' Master Contract

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1973 - 1974 TEACHERS' MASTER CONTRACT

L'ANSE CREUSE PUBLIC SCHOOLS

This Agreement entered into this Eleventh (11th) day of September, 1973, 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 II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract and any category not deemed supervisory shall be included in the unit: Excluding Superintendent, Administrative Assistant, Assistant Superintendent for Personnel, Director of Employee and Public Relations, Director of Non-Instructional Services, Director of Special Education, Community School Coordinator, Principals, Assistant Principals, Curriculum Coordinator, Director of Athletics and Physical Education K-12, Director of Career Education and Supervisor of Building Planning and Construction Services. The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan law charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used hereinafter in this Agreement, it shall mean the person holding that title or any person in the administration team to whom he may delegate the responsibility referred to in this Agreement. Any reference to an "administrator" in this Agreement shall mean the person holding that administrative position or any person to whom he may delegate the responsibility referred to in this Agreement. 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. School Social Workers and School Psychologists with more than two (2) years experience shall have the rights, benefits and protection granted to tenure teachers except as limited by the terms of this contract and except to the extent permitted by law.

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 to 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 (1) 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 L.C.E.A. 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 of 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.

G. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance at any pre-arranged teacher-administrative meeting called to discuss infractions of rules or delinquencies in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

\* \* \* \* \*

### ARTICLE III

#### Management Rights

A. Authority of the 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. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the L'Anse Creuse Public Schools School District.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days but not in conflict with the specific provisions of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

B. The matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

\* \* \* \* \*



ARTICLE IV

Professional Compensation

A. The basic salaries of teachers (Schedule A) covered by this Agreement are 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 (1/6th) of his annual salary. Teachers of summer classes, driver education classes, behind the wheel instruction and a secondary teacher substituting for another teacher but not on a regularly scheduled basis will be paid at the rate of seven dollars and seventy-five cents (\$7.75) 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 seven dollars and seventy-five (\$7.75) per hour.

C. A teacher shall be released from regular duties without loss of salary at the rate of one (1) day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association, provided, that the two (2) 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 (2) 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. The Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his teaching or related experience, but may be placed on the salary schedule at any step up to his years of experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no legal recourse regarding such placement. A vocational teacher not holding a degree but certified by the state will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one (1) year for every year of work experience beyond four (4) years.

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 paid in accordance with the schedule below. Each yearly payment will be paid in a lump sum no later than June 30 with first payment to be made at the end of the fifteenth (15th) year. It is understood that longevity pay shall be computed on the basis of years service in the L'Anse Creuse Public Schools School District.

<u>Years of Service</u>	<u>Amount Per Year (Not Cumulative)</u>
15 - 20	\$400

21 and thereafter until termination of \$800  
employment with L'Anse Creuse Public  
Schools School District

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 (21st) day.

Substitute teachers employed for one (1) 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"  
TEACHERS' SALARY SCHEDULE FOR 1973 - 1974

<u>YEARS</u>	<u>B.A.</u>	<u>M.A.</u>	<u>*ED.S.</u>	<u>INDEX</u>
1	8,775	9,750	10,270	-
2	9,537	10,622	11,192	1.000
3	9,957	11,089	11,684	1.044
4	10,453	11,642	12,266	1.096
5	11,025	12,279	12,938	1.156
6	11,664	12,991	13,688	1.223
7	12,389	13,798	14,538	1.299
8	13,180	14,680	15,467	1.382
9	14,038	15,636	16,475	1.472
10	15,021	16,730	17,627	1.575
11		17,760	18,713	1.672

B.A. + 15 Semester Hours	\$300 Additional (Teachers receiving Certification before July 1, 1970)
B.A. + 25 Semester Hours	\$400 Additional (Certification after July 1, 1970)
B.A. + 25 Semester Hours	\$500 Additional (Certification before July 1, 1970)
M.A. + 15 Semester Hours	\$350 Additional
M.A. + 25 Semester Hours	\$550 Additional
M.A. + 35 Semester Hours	\$750 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.

L'Anse Creuse Credit Courses may be applied toward Semester Hours in the schedule above. These credits are not transferable and can be used solely for the purpose of credit hours beyond the degree on the Semester Hour Salary Schedule.

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%
Lancerette Advisors	2%
Yearbook, High School	7%
Yearbook, Junior High	3%
Freshman Class Advisors	1%
Sophomore Class Advisors	2%
Junior Class Advisors	3%
Senior Class Advisors	4%
Newspaper	4%
Debate	3%
Forensics	3%
Dramatics - 2 plays	3% per play
Band Director, High School	6%
Band Director, Junior High	2%
Choral Director, High School	4%
"Active" Clubs	1% each
G.A.A.	4%
Music and Cooperative Education Coordinator	6%
Elementary Librarians	3%
Audio Visual Coordinator, High School	4%
Audio Visual Coordinator, Junior High	2%
Driver Education Coordinator	75¢ per student

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

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 one (1) of Salary Schedule "A" of this Article)

Pay for Department Heads positions will be calculated by applying a ten percentage (10%) factor to the Master's Degree base salary. (Step one (1) of Salary Schedule "A" of this Article)

Special Education

School Psychologist	\$835.00
Special Education Teacher	\$418.00
Special Education Type "C" Consultant	\$418.00
School Social Worker	\$835.00
Speech Therapist	\$418.00
Full Time Special Education Teacher - Emotionally Disturbed Certificated - Youth Home	\$835.00
Full Time Youth Home Teacher Without Emotionally Disturbed Certification	\$543.00

The above Special Education Supplemental Salaries will be paid to those employees employed in the L'Anse Creuse Special Education Department before September 1, 1972. Special Education Department employees employed September 1, 1972, or after will not receive the above Supplemental Salaries.

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

Football

Head Coach	11%
Varsity Assistant (2)	8%
JV Football	8%
JV Assistant	7%
Ninth Grade	7%
Ninth Grade Assistant	5%

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

Football (continued)

8th Grade	6%
7th Grade	5%
7th and 8th Grade Assistant	4%

Basketball

Head Coach	11%
JV Coach	8%
Ninth Grade	7%
7th and 8th Grade	6%
7th and 8th Grade Intramural	4%
Head Coach, Girls	6%
JV Coach, Girls	5%

Wrestling

Head Coach	11%
Assistant	7%

Baseball

Varsity Baseball	11%
JV Baseball	6%
Ninth Grade	6%
Softball, Girls	6%

Track

Head Coach	11%
Assistant	7%
Cross Country	7%
Head Coach, Girls	6%
Ninth Grade	6%

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

Track (continued)

7th and 8th Grade	5%
7th and 8th Grade Assistant	4%

Golf

Head Coach	6%
Head Coach, Girls	6%

Tennis

Head Coach, Girls	6%
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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 six (6) years outside experience. This change in outside experience from four (4) to six (6) years shall not be retroactive.

\* \* \* \* \*

ARTICLE V

Teaching Hours

A. Teachers shall report for duty no later than fifteen (15) minutes prior to the first (1st) class period.

B. A teacher shall be free to leave the school building fifteen (15) minutes after the teacher's regular daily assignment except in case of an emergency.

1. In the event that buses are late only those teachers assigned to bus duty may be retained for bus supervision until buses depart.
2. School buildings shall be closed to students fifteen (15) minutes after the regular school day ends (except in case of emergency), unless prior arrangements have been made (parent has been notified) with a teacher or teachers and/or principal and proper supervision has been provided.
3. By prior arrangements of teacher and/or principal teachers shall be available for after school parent-teacher conferences, conferences with consultants,

individual and/or group conferences with administrators. 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 teachers of grades kindergarten through sixth (6th) 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. 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 (3) social studies and two (2) 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 and/or preparation periods in the elementary schools will be those which result from the schedule established by music teachers, physical education teachers, and librarians. When a music teacher, elementary physical education teacher, or librarian has charge of students of a regular teacher, the regular teacher does not have to be present with the students. However, each regular elementary teacher shall attend enough sessions to assure himself that he is fully aware of the materials being presented so that the regular teacher may make use of these materials in his teaching. 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 when the teacher has outstanding credentials. This paragraph does not apply to the hiring of vocational education teachers.

F. Adult education courses, driver education courses and summer school courses shall not be obligatory but shall be with the consent of the teachers. Such assignments shall be given to teachers regularly employed in the district provided they have made proper application and meet the requirements set by the Assistant Superintendent for Personnel.

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.

I. The normal weekly teaching load in secondary schools shall be twenty-five (25) teaching periods and five (5) preparation periods. At the elementary level the school day shall be 7 1/4 hours. This school day includes one-half (1/2) hour duty free lunch period and the times indicated in Article V, Sections A and B, pages 12 and 13.

J. Department Heads shall assist the principal in coordination of programs and materials within his department. They shall also assist the principal in the study, initiation and implementation of new programs. Department Heads shall not be considered supervisory employees, however, they shall upon request assist in the evaluation of teachers within their departments. The final responsibility for said evaluation shall rest with the building principal who will sign the evaluation form.

K. Elementary Intern Teachers involved in the Michigan State University Elementary Intern Program (E.I.P.) shall be considered students of the university, shall not be members of the bargaining unit and the limit shall be two (2) such teachers in the program.

\* \* \* \* \*

ARTICLE VII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both the 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
Junior Primary	15
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

SECONDARY (continued)

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

3 SPECIAL EDUCATION

Special	15	(classes for handicapped or mentally retarded)
Emotional	10	(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 the 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 use by teachers and administrators "ONLY" during the high density times of morning recess, lunch time, and afternoon recess.

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 opportunities to all pupils.

H. Curriculum study will be done during hours other than regular teaching hours. Teachers are encouraged to apply for the study committess 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 one (1) day of 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  
CALENDAR FOR 1973 - 1974 SCHOOL YEAR

September 3, Monday	Labor Day
September 4, Tuesday	Faculty Meeting (new staff only)
September 5, Wednesday	General Meeting and Building Meetings
September 6, Thursday	School begins (full day)
November 20, Tuesday	Thanksgiving Vacation (school closes at end of day)
November 26, Monday	School reopens
December 11 & 12, Tuesday & Wednesday	Elementary Parent-Teacher Conferences (1 1/2 hour early dismissal in elementary schools)
December 13, Thursday	Parent-Teacher Conferences (school closed)
December 21, Friday	Christmas Vacation (school closes at end of day)
December 25, Tuesday	Christmas Day
January 1, Tuesday	New Year's Day
January 2, Wednesday	School reopens
January 25, Friday	First Semester ends (school closed) Record Day
January 28, Monday	Second Semester begins (school reopens)
March 12 & 13, Tuesday & Wednesday	Elementary Parent-Teacher Conferences (1 1/2 hour early dismissal in elementary schools)
March 14, Thursday	Parent-Teacher Conferences (school closed)
April 11, Thursday	Easter Vacation (school closes at end of day)
April 14, Sunday	Easter Sunday
April 22, Monday	School reopens
May 27, Monday	Memorial Day (school closed)
June 13 & 14, Thursday & Friday	End of Second Semester (school closed) Record Days

1. It is agreed that in the event the Board is unable, prior to June 14, 1974, to schedule and provide 180 days of student instruction, regardless of the cause of

such an 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. However, should the Superintendent direct schools to remain open on any of the scheduled days when less than the required number of pupils are present to receive full State Aid, teachers will be paid pro-rated additional compensation for days in excess of 180 days of student instruction.

2. Each semester it is the responsibility of each elementary teacher to arrange a conference with each parent during the days scheduled in the calendar and an evening as scheduled by the Board. A schedule of such conferences must be approved by the principal.

3. Special arrangements shall be made by the administrator and the kindergarten teachers to complete their conferences during each week that parent-teacher conferences are scheduled.

4. Each itinerant teacher shall be given assignments, during such conferences, by the principals of the buildings the itinerant teacher serves.

5. During the scheduled times of elementary parent-teacher conferences, secondary teachers will be assigned professional duties as determined by the building principals. Examples of such professional duties may include parent-teacher conferences, curriculum meetings, department meetings but not limited to these examples.

6. The Board will determine the staff and time necessary for registration of students at the senior high school. The counseling staff will be given preference for such assignments. Such assigned staff will be awarded a supplemental contract for this period of time pro-rated at one-half (1/2) per cent per day of the individual's annual salary.

7. Secondary teachers shall attend at least one (1) assigned evening Open House per semester.

8. The Board and the Administration realize that Record Days are an important part of the school calendar. These days are to be used for the maintenance of school records. Staff meetings may be held on Record Days only on an emergency basis and with the approval of the Superintendent.

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#### 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 (1) copy of which shall be filed with the Superintendent and one (1) 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 a supervisory or professional position or vacancy arises, the Superintendent shall notify the Association President and post within each building notices of such vacancy ten (10) 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 the 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.

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#### ARTICLE IX

##### Reduction in Staff

A. In cases requiring a reduction of the teachers' work force due to a decrease in student enrollment or because of insufficient operational funds the order of reduction shall be:

1. Temporary or non-certified instructional personnel.
2. Probationary teachers according to qualifications, certification and seniority in the L'Anse Creuse District.
3. Tenure teachers according to certification, highest level of training in their major field, current experience in this field or elementary (primary K-3 or upper elementary 4-6) grade levels and seniority in the L'Anse Creuse District.

B. Teachers on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be given the opportunity to be appointed in

reverse order according to paragraph A, Section 3 above. Said teachers shall be notified by registered mail and given ten (10) days to respond.

C. It is realized that involuntary assignments or transfers of non-released teachers may be necessary to fill the positions of laid off teachers. When there is no laid off teacher who has the necessary qualifications (as stated in Paragraph A, Section 3 above) for an identified vacancy, the Board may employ an outside candidate.

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## 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 to a limit of 110 days accumulation. On or before the first pay period in September the Board shall inform each teacher of his number of accumulated sick leave days earned through the last school day of June as indicated on the previous school calendar.
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 (2/3rds) of the number of teachers contributing to the leave bank, then each teacher shall contribute one (1) 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 (1) year. Further extensions may be granted at the will of the Board. Upon return from leave a teacher will be assigned to the same or similar position from which he was granted leave. A teacher returning from leave shall give written notification by mail to the personnel office on or before April 1 of his intent to return from leave to full-time teaching. A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure. If a teacher does not give notification of return from leave by April 1, he 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 teacher whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such a time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from a leave a teacher will be assigned to the same or similar position from which he was granted leave. A teacher returning from leave shall give written notification by mail to the personnel office on or before April 1 of his intent to return from leave to full-time teaching. A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure. If a teacher does not give notification of return from leave by April 1, he 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 while teacher is covered by Workmen's Compensation will not be charged against teacher's sick leave.

B. Professional and Business Leave

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. The Board agrees to provide two (2) business days for each full time teacher in the bargaining unit. These days are intended to be used for necessary business which cannot be conducted other than during school time.
  - a. The request for business leave shall be in writing with at least two (2) days advance notice except in case of emergency.
  - b. Examples of legitimate leave under this paragraph are:
    1. Registration procedure for graduate program.
    2. Home closing.
    3. Graduation of children or parents.
    4. Settling of estate.

5. Attend wedding of mother, father, children, brother and sister of employee.
  6. There may be other justifiable reasons as determined by the Superintendent.
- c. The Superintendent shall determine the merits of all requests for use of business leave and may refuse or disallow the use of business leave if evidence indicates that such action should be taken.
  - d. Business leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner.
  - e. A teacher who has been employed in the L'Anse Creuse District for two (2) or more years and who has tenure and has used less than 25% of his previous year's sick leave allowance of ten (10) days, shall qualify to use the above two (2) days business leave upon request and subsections (b) and (c) shall not apply, section (a) above shall apply.
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 the 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, brother, mother-in-law and father-in-law of the employee or a person living in the employee's household. Two (2) additional days may be allowed if deemed necessary and shall be charged to sick leave. Two (2) days shall be allowed for a death of an employee's grandchild, grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law and shall be charged to sick leave. One (1) day leaves may be granted for funerals of others than those persons defined above and will be charged to sick leave.
  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 Leave

A leave of absence for maternity of up to one (1) year, without pay, shall be granted to any employed staff member according to the

following procedure :

1. An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact she is pregnant and giving the estimated date of birth.
2. Periodic statements from her physician setting forth her well-being and ability to perform all the normal and regular duties and functions shall be required. Such statements are necessary, at least monthly, commencing with the employee's sixth (6th) month of pregnancy.
3. A pregnant employee shall be permitted to continue working provided her doctor certifies that she is physically well enough to work and perform all normal and regular duties and functions of her position, and that she does not create an industrial risk.
4. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require an expectant teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary maternity leave is warranted. If the report of the Board's doctor and the report of the employee's doctor are in disagreement or conflict, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost to the Board and the Association, by an appropriate specialist in the area of controversy at Ford Hospital, or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on the parties.
5. In the event of a miscarriage prior to the start of maternity leave, the sick leave provision of this collective agreement shall apply.
6. The employee shall make a request, in writing, for a maternity leave to the Board through the Superintendent at least thirty (30) days prior to the starting date of the leave.
7. Frequent absences, prior to the start of the leave, which are attributed to the pregnancy of the teacher, shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.
8. Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.
9. The Board of Education may grant a teacher adopting a child similar leave.
10. The leave may be renewed each year upon written request to the Superintendent of Schools.
11. Upon return from leave a teacher will be assigned to the same

or similar position from which she was granted leave. A teacher returning from leave shall give written notification by mail to the personnel office on or before April 1 of her intent to return from leave to full-time teaching. A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure. If a teacher does not give notification of return from leave by April 1, she may be assigned to the same or similar position, providing a vacancy exists.

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 licensed 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 (2) years without pay may be granted upon application for the following purposes:
  - a. Teachers who are officers of the Association or 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 leave a teacher will be assigned to the same or similar position from which he was granted leave. A teacher returning from leave shall give written notification by mail to the personnel office on or before April 1 of his intent to return from leave to full-time teaching. A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure. If a teacher does not give notification of return from leave by April 1, he may be assigned to the same or similar position, providing a vacancy exists.

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. Released 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 costs of substitutes.

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

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## 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 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, including the ML and IMB-OB riders and the two dollar (\$2.00) Co-Pay Prescription Drug rider. The effective date of said subsidy will be \_\_\_\_\_ of the year 19\_\_\_. 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.

Any teacher who does not subscribe to the comprehensive hospitalization, medical and surgical insurance protection above, is eligible to receive dental insurance benefits as an alternate for themselves and their dependents. The Board shall pay the cost of such dental benefits to a maximum of \$18.61 per month. Termination of such subsidy shall be effective June 30 of the last year of employment in the L'Anse Creuse Public Schools.

Board contributions toward Blue Cross plan or dental plan will continue for two (2) months following the month of retirement for a teacher who retires from service with the L'Anse Creuse Public Schools, and who makes application for, qualifies for and will receive State Teachers Retirement pay within three (3) months.

- B. The Board shall adopt the necessary resolution to do all 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 in the amount of \$15,000.00 that will be paid 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.

D. The Board shall provide income protection insurance, without cost to the teacher, for all full time teachers covered under this contract in accordance with the following provisions:

1. Long term disability payments in the amount of sixty percent

(60%) of salary to a maximum of \$1,000.00 per month shall begin at the end of ninety (90) days of disability and continue until age 65 at no cost to the employee in the event of permanent disability.

2. Insurance company to be selected by the Board.

E. Board contributions toward insurance premiums for an employee on leave, under which the employee receives no compensation from the school district, will be discontinued the second (2nd) pay period following the beginning of the leave. The individual, if he chooses, can pay the premiums and still be covered under the group plan for the duration of the leave.

F. An employee effected in reduction of staff, shall have the opportunity to continue insurance coverage allowable for three (3) months and shall pay all premiums to continue in group policies. If hired back within a three (3) month period, the employee shall be fully reimbursed by the Board for all premiums paid.

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## 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 official personnel file in the personnel office exclusive of credentials and letters of recommendation. Such review will be made in the presence of the Assistant Superintendent for Personnel or his designee. A representative of the Association may be requested to accompany the teacher in such review. No material may be placed in the personnel file without allowing a teacher an opportunity to file a response thereto, and the response shall become a part of the file.

C. A teacher shall at all times be entitled to have present a representative of the Association at a meeting when an 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 (3rd) 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. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. Each teacher shall be given his personal copy of each evaluation at the evaluation conference.

E. Classroom evaluations shall be conducted by the teacher's building principal

who, shall be assisted by the teacher's department head upon request of the principal. The final responsibilities for said evaluation shall rest with the building principal who will sign the evaluation form. Procedures for evaluation of the probationary teacher shall take place as outlined in the present Tenure Policy.

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### ARTICLE XIII

#### Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classes are 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 (1) 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 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 teachers.

J. No later than the first week of each school year each principal shall present to his teachers a written statement by the principal and/or Board of Education concerning the use of corporal punishment by a teacher within his building.

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#### ARTICLE XIV

##### Negotiations 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.

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 (3) calendar weeks prior to Labor Day unless a later date is agreed upon.

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#### ARTICLE XV

##### Grievance Procedure

A. A grievance is defined as an alleged violation of a specific Article or section of this Agreement or any matter relative to rate of pay, salaries, hours of employment, and other conditions of employment concerning health, safety and general



welfare as set forth in this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance may be submitted according to the grievance procedure herein.

B. In the event that a teacher believes there is a basis for a grievance, he shall within five (5) school days of the distressing issue first discuss the alleged violation with his building principal either personally or accompanied by his Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may within five (5) school days of oral initiation invoke the formal grievance procedure through the Association, using the proper form, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Director of Employee and Public Relations.

D. Within five (5) school days of receipt of the grievance, the principal or supervisor shall indicate his disposition of the grievance in writing to the grievant and to the Association representative.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of receipt by the principal or supervisor, the grievance shall be transmitted within five (5) school days to the Director of Employee and Public Relations. Within five (5) school days the Director of Employee and Public Relations shall meet with up to two (2) representatives of the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) 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.

F. 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 five (5) school days of such meeting, (or ten (10) school days from the date of filing, whichever shall be later), the grievance shall be transmitted within five (5) 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, 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.

G. 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 with the Board, whichever shall be later), the grievance may be appealed within ten (10) school days to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten (10) school day period, and if not so delivered, the grievance shall be abandoned.

The arbitrator shall be chosen within ten (10) school days from date of filing from a list of seven (7) arbitrators furnished by the American Arbitration Association. A board representative and an Association representative shall alternately strike a name from the list with the Association striking the first name until only one (1) arbitrator remains.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the close of the hearings. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific article or section of this Agreement or any matter relative to rate of pay, salaries, hours, of employment, and other conditions of employment concerning health, safety and general welfare as set forth in this Agreement has been violated.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

H. The fees and expenses of the arbitrator shall be shared equally by the two (2) parties.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation loss, less any remuneration earned during the period of discharge.

J. The time limits 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 15th of any year and strict adherence to the time limits 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.

K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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#### ARTICLE XVI

##### Teacher Educational Improvement

A. The parties support the principle of continuing training of teachers.

B. The Board agrees to pay the tuition costs for 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.

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ARTICLE XVII

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 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 L'Anse Creuse 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 L'Anse Creuse Public Schools for a period of two (2) years after 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 (1/2) 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 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 completes the planned program of 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 (2) 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 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.

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#### ARTICLE XVIII

##### 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 XIX

##### Duration of Agreement

This Agreement shall be effective as of September 1, 1973, and shall continue in effect for one (1) year until the day of August 31, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. However, this contract shall cover teachers commencing work on or after September 1, 1973, through the duration of the Agreement.

\* \* \* \* \*

#### ARTICLE XX

##### 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.

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L'Anse Creuse Education Association

Board of Education of L'Anse Creuse  
Public Schools School District

BY \_\_\_\_\_  
Mr. James F. Munroe, President

BY \_\_\_\_\_  
Mr. Harry J. Leech, President

BY \_\_\_\_\_  
Mrs. Lucy A. Suchecki, Secretary

BY \_\_\_\_\_  
Mrs. Beverly A. Cackowski, Secretary

DATE \_\_\_\_\_

DATE \_\_\_\_\_