

SALARY CONSULTANT SERVICES
Michigan Education Association

6-30-67

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FILE

PROPOSED MASTER AGREEMENT

Prepared By

L'Anse Township Teachers' Club
(Local Chapter, Michigan Education Association)
Professional Negotiations Committee

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L'Anse Township Board of Education

June 30, 1967

MEA
1216 Kendall
East Lansing, Mich.
48823

This Agreement entered into this 1st day of July, 1966, by and between the Board of Education of the Township of L'Anse, Michigan, hereinafter called the "Board", and the L'Anse Township Teachers' Club, local chapter of the Michigan 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 L'Anse Township is their mutual aim and that the character of such education depends predominately 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 representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counsellors, school librarians, reading therapists, advising or critic teachers, employed or to be employed by the Board (whether or not assigned to a public school building). The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units defined above.

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 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 days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

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.

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 Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. 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, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities, with the approval of the administration, at all reasonable hours for meetings, providing they do not interfere with the normal school program. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees that upon the request of the Association, for financial information concerning the operation of the school, its tax structure, budgetary requirements, and financial resources, the Superintendent will meet with those members of the Association so designated and present this information to them.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined. September 1966 to June 1967 during normal teaching hours. For additional teaching assignments, the teacher shall be entitled to appropriate additional professional compensation, at an established professional rate.

C. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

D. A delegated teacher shall be released from regular duties without loss of salary for the purpose of participating in area, district, regional and state meetings of the Michigan Education Association, subject to approval of the administration.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours shall be as listed in the Teacher Policy Book.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the junior-senior high school will be not more than 30 teaching periods and not less than 5 unassigned preparation periods. There will be no departure from these norms, except in case of emergency.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades, will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

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. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered when this appears to be desirable and wherever possible.

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 of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions there on made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Board shall make a sincere effort to make available to each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use.

E. Adequate parking facilities shall be made available to teachers for their exclusive use.

F. 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 our 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.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. Any qualified teacher may apply.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, the Association shall be notified in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a 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

Sick Leave Benefits

A. Amount, Accumulation, and Retirement status:

- (1) 12 days per school year.
- (2) Accumulated to 72 days.
- (3) One-half the amount of accumulated sick leave shall be payable to the teacher on the last payday of his service on retirement. Payable sick leave benefits per day on retirement shall be determined on 1/180 of the teacher's yearly contracted salary.

on retirement. One-half the amount of accumulated sick leave shall be payable to the teacher's next of kin upon the death of the teacher. Teachers shall be notified in writing at the beginning of each school year, of the number of days they have accumulated for previous service.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

ARTICLE X

Leaves of Absence

A. Any person whose personal illness extends his or her maximum sick leave shall be granted a leave of absence, without pay, for such time as is necessary to complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or to a substantially equivalent position.

B. Leaves of absence chargeable against sick days shall include:

- (1) Maximum of five days per school year for critical illness in immediate family.
- (2) One day for each emergency illness in family, to enable teacher to make arrangements for necessary medical and nursing care.
- (3) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants it.
- (4) Two days per year for personal business.
- (5) Time to perform religious obligations.

C. Leaves with pay not chargeable against sick days subject to administrative approval shall include :

- (1) Death in immediate family of the teacher.*
*Immediate family shall be interpreted as parents, or foster parents, spouse, child, sister, brother, grandparent, grandchild, corresponding relatives of the teacher's spouse, or a dependent of the immediate household.
- (2) Absence because of jury duty.
- (3) Court appearance as a witness in any case connected with the teacher's employment, or school, and whenever a teacher is subpoenaed to appear at a hearing or in court.
- (4) Approved visitation to other schools, or for attending educational conferences and conventions.
- (5) Time to take selective service exam.

D. Leaves without pay shall include:

- (1) Study related to teacher's licensed field.
- (2) Study to get certified or licensed in a field other than the one now held.
- (3) Study, research, or special assignment that will benefit the school system.

ARTICLE XI

Insurance Protection

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.

A. The Board shall provide 100% of the single subscribers rate toward the cost of the teachers comprehensive hospitalization, medical and surgical protection.

B. In the event a teacher leaves this system, his paid insurance will be terminated on the last day of his employment.

C. Said employee may continue his enrollment with the group through August 31st by personal payment of the premium.

ARTICLE XII

Teacher Evaluation

A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel file.

C. A teacher may be entitled to have present a mutually agreed upon representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency 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.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, 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 upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

D. Any complaints by a parent of a student directed to the building Principal toward a teacher shall be in written form and be promptly called to the teacher's attention.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, 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. 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, 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 such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XV

Professional Grievance Negotiation Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Associate Representative or through the Association Representative.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

E. Rights of Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVI

Teacher Responsibilities

- A. The teachers agree to abide by the Code of Ethics of the Michigan Education Association as hereinafter reproduced.

Principle I - Commitment To The Student - We measure success by the progress of each student toward achievement of his maximum potential. We, therefore, work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize

the importance of cooperative relationships with other community institutions, especially the home. In fulfilling our obligations to the student, we-----

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

Principle II - Commitment To The Community - We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we-----

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our

professional positions to promote political candidates or partisan activities.

7. Protect the educational program against undesirable infringement.

Principle III - Commitment To The Profession - We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We, therefore, exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations. In fulfilling our obligations to the profession,

~~we~~

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.

13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

Principle IV - Commitment To Professional Employment Practices - We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. In fulfilling our obligations to professional employment practices, we

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

Violations of the Code of Ethics

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of the Code of Ethics of the Education Profession. Such procedures are set forth in the Rules of the MEA Board of Reference. According to these Rules, when a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be presented in writing, through the District President to the District Ethics Committee.
2. The complaint must include a description of the incidents alleged to be violations of the Code and the dates of these incidents.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics alleged to have been violated and the violation must be logically tied to the sections noted.

Before a complaint is brought against a member of the professional association, every effort should be made to resolve the conflict. Hearings pertaining to violations of the Code of Ethics will take place, under the Rules of the Board of Reference, after such counseling attempts have failed to resolve the problem.

B. In addition the teachers agree to abide by the following more specific teacher responsibilities:

- (a) "It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of this agreement. It is neither the function nor the right of the Association or individual teachers to assume administrative responsibilities."
- (b) It is the responsibility of the Association and each individual teacher as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district. This requires:
 1. Careful daily preparation of lessons to meet needs of pupils on different levels of ability.
 2. Objective evaluation of the progress of each pupil.
 3. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors and principal.
 4. Discussion of pupil learning problems with parents in a professional manner.
 5. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.
 6. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evolution of a K-12 curriculum:
 - a. Faculty meetings.

- b. Pilot projects and curricular innovations for experimentation with new methods and/or materials.
 - c. Meetings with department heads to discuss immediate problems.
 - d. Grade level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area.
 - e. Discussion periods with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - f. Previewing audio-visual materials.
 - g. Examination of new texts, and teaching equipment.
 - h. Reading professional journals.
- (c) Participation in long-term curricular projects intended to develop standing policy and/or permanent sections of a course of study will be remunerated.
- (d) Extra-curricular activities contribute to the formal course of study, help maintain pupil morale and assist in establishment of good school-community relations. These duties will be shared by all faculty members.
- (e) Each teacher should deem it his responsibility to participate in public oriented activities related to his teaching assignment and building, such as:
- 1. Open houses.
 - 2. Public performances of children in plays, concerts, athletic activities, etc.

ARTICLE XVII

Professional Study Committee

A. There is hereby established a Professional Study Committee composed of teachers and administrators working with the superintendent, teachers to be selected by the Association. The Professional Study Committee shall investigate matters of mutual concern for the improvement of education. Additional Professional Study Committees may be established as required.

B. The Professional Study Committee shall be established to study such matters as:

- 1. Creating special job descriptions.
- 2. Evaluating special curriculum programs.
- 3. Textbooks adoptions.
- 4. General curriculum development which would affect the continuing excellence of The L'Anse Township Schools.

ARTICLE XVIII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers who cannot be in school will call the main office as soon as

possible, to report unavailability for work. If at all possible, a teacher shall notify the principal before the day of an anticipated absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and 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.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such 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.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1966 and shall continue in effect for one year, until the 30th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By John A. Stroube
Its President Dr. John A. Stroube

By Theodore C. Groleau
Its Secretary Theodore C. Groleau

EDUCATION ASSOCIATION

By Mary Lee Magnuson
Its President Mrs. Mary Lee Magnuson

By Mrs. Barbara Hanshaw
Its Secretary Mrs. Barbara Hanshaw

SCHEDULE A

I. The following shall be the schedule of basic teacher salaries:

<u>EXPERIENCE</u>	<u>3 YEARS</u>	<u>B. A.</u>	<u>Plus 10 S.H.</u>	<u>Plus 20 S.H.</u>	<u>Plus 30 S.H.</u>	<u>M. A.</u>
P						
0	\$4,400	\$5,100	\$5,200	\$5,300	\$5,400	\$5,600
1	4,554	5,278	5,378	5,478	5,578	5,796
2	4,713	5,464	5,564	5,664	5,764	5,998
3	4,868	5,653	5,753	5,853	5,953	6,207
4	5,038	5,850	5,950	6,050	6,150	6,424
5	5,214	6,054	6,154	6,254	6,354	6,648
6	5,396	6,265	6,365	6,465	6,565	6,880
7	5,534	6,484	6,584	6,684	6,784	7,120
8	5,737	6,710	6,810	6,910	7,010	7,369
9	5,937	6,944	7,044	7,144	7,244	7,626

	<u>M. A. Plus 10 S.H.</u>	<u>Plus 20 S.H.</u>	<u>Plus 30 S.H.</u>
0	\$5,700	\$5,800	\$5,900
1	5,896	5,906	6,096
2	6,098	6,198	6,298
3	6,307	6,407	6,507
4	6,524	6,624	6,724
5	6,748	6,848	6,948
6	6,978	7,078	7,178
7	7,220	7,320	7,420
8	7,469	7,569	7,669
9	7,726	7,826	7,926

(NOTE: Increments are based on 3.5% of the previous year's salary.)

PLUS meaning hours earned after the degree is granted.

II. Credit for experience outside the school system shall be evaluated by the Board, and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first ten years of experience, but no credit shall be given for a fractional part of a year.

III. Longevity allowance shall be made as follows:

- (1) 10 years teaching experience in L'Anse system -- \$200.00
- (2) 15 years teaching experience in L'Anse system -- \$400.00
- (3) 20 years teaching experience in L'Anse system -- \$600.00

Extra pay for extra duties shall be as follows:

Head Coaches:

- | | | |
|---------------|---|----------------|
| 1. Football | - | 6.5% of salary |
| 2. Basketball | - | 8.5% of salary |
| 3. Track | - | 3.5% of salary |

Assistant Coach:

- | | | |
|---------------|---|--------------|
| 1. Football | - | 4% of salary |
| 2. Basketball | - | 5% of salary |

Junior High Coach - 2% of salary

Cheerleading - 2% of salary

G.A.A. Advisor - 2% of salary

Music:

- | | | |
|--------------|---|--------------|
| 1. Director | - | 5% of salary |
| 2. Assistant | - | 3% of salary |

Yearbook - \$100.00

Debate - \$100.00

Dramatics - \$100.00

Shop Department Head - \$150.00

Head of Counseling - \$150.00

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Ticket Takers and Sellers - \$4.00 per game

Bus Chaperones - \$5.00 per game

(These are to be paid from The Athletic Fund)