

Sept 5, 1974

1972 - 1973
Master Agreement

Negotiated By The
L'Anse Education Association
(Local Chapter, MBE, NEA)

And The
L'Anse Township Board of Education

Professional Negotiations Committee
Ronald Richards, Chairman
Elizabeth Deschaine
Brian Jentoft
Ursula Utley
Norval Veker

Michigan State University
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L'Anse, Mich.

*L'Anse Township Schools
L'Anse, Mich. 49946*

This agreement entered into this 5th day of September, 1972, by and between the L⁰Anse Education Association, a voluntary unincorporated association or a Michigan corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the School District of L⁰Anse, the City of L⁰Anse, Michigan, hereinafter called the "Board".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of L⁰Anse District Schools 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 education standards, and

WHEREAS the Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965, to bargain collectively with respect to hours, wages, and 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

A. The board hereby recognizes the Association as the sole and 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 counselors, school librarians, reading therapists, special education teachers, advising or supervising 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 unit as 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.

ARTICLE II

Professional Dues and Fees

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between

June 1 and September 1, of any year. Pursuant to such authorization the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year, or if the teacher so elects, payment may be made in full by check or payroll deduction. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty-days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues of the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall consider this as a lack of professional responsibility and shall notify said teacher as of April 1, 1973, that termination of employment of such teacher shall occur at the end of the current school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of the article is just and reasonable cause for discharge from employment.

C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE III

Rights

A. Association Rights

1. 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.

2. 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.

3. 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.

4. In April of each year on a date mutually agreed upon by the Superintendent and the Association President, there shall be a meeting to brief LEA representatives and to survey the school district's tax structure, budgetary requirements, financial resources, general and specific problems, and to discuss long-range planning.

5. The Board shall place on the agenda of each regular Board meeting as one of the first items for consideration under "new business" any matters brought to its consideration by the Association so long as those matters are made known to the superintendent's office by 9:00 A.M. on the Friday preceding the regular scheduled meeting.

6. 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 in the article shall be deemed to be in addition to those provided elsewhere.

B. Board Rights

1. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such responsibilities and authorities as exercised by the Board do not conflict with the provisions of this Agreement.

ARTICLE IV

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 the year of this Agreement, either party may request the re-opening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load as hereinafter negotiated and defined from the first scheduled day of the school year through the last scheduled day.

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 duty without loss of salary or without time being charged against sick days or personal use days for the purpose of participating in area, district, regional and state meetings of the Michigan Education Association, subject to the approval of the President of the Association.

1. A maximum block of six (6) days per school year shall be designated for miscellaneous Association business.

E. Proof of completion of hours or degrees shall be presented on or before October 1, for the purpose of making salary adjustments in cases where additional hours are earned during the summer. Contract adjustments will not be made during the year.

ARTICLE IV Con't.

1. Grade cards or transcripts will be accepted as valid proof of completion.
2. Faculty members who are requested to substitute during their scheduled conference period for a teacher who is absent will be paid 1/5 of the daily pay rate in effect for substitute teachers.
3. The first payday will be scheduled on the first Friday of the school year.

ARTICLE V

Teaching Hours

A.

Daily Time Schedule
(High School)

Teachers are expected to be on duty according to the following daily schedule:

- 8:25 - Teachers will be in building.
- 8:30 - Teachers will be at their respective places of duty ready for work.
- 8:45 - Classes begin.
- 11:45 - Dismissal for lunch
- 12:35 - Teachers will be at their respective places of duty ready for work.
- 12:45 - Afternoon classes begin.
- 3:45 - Dismissal for students.
- 4:00 - Teachers are free from regular duty.
- 4:15 - Main office will be closed.
(Except Friday when the office is closed at 4:00)

Teachers may leave at 3:45 on Fridays or days preceding a holiday. Exceptions to the above schedule must have the approval of the Principal

Daily Time Schedule
(Elementary School)

Teachers are expected to be on duty according to the following daily schedule:

- 8:25 - Teachers are required to be in the building
- 8:30 - Teachers are to be stationed outside their respective classrooms.
- 8:35 - Classes begin.
- 10:00 - 10:15 Recess - Grades K-3
- 10:15 - 10:30 Recess - Grades 4-6
- 11:05 - Dismissal - Grade 1
- 11:10 - Dismissal - Grade 2
- 11:15 - Dismissal - Grade 3 and Kindergarten
- 11:20 - Dismissal - Grade 4
- 11:25 - Dismissal - Grade 5
- 11:30 - Dismissal - Grade 6
- 11:55 - Teachers are required to be in the building.
- 12:00 - Classes begin.
- 1:30 - 1:45 Recess - Grades K-3
- 1:45 - 2:00 Recess - Grades 4-6
- 2:45 - Dismissal - All Grades
- 3:15 - Teachers are free to leave the building.

Teachers may leave at 3:00 on Friday or days preceding a holiday. If during the week a teacher must leave the school prior to 3:15, approval must be obtained from the Principal's Office.

B. The normal work year covered by this agreement shall be 183 days. This includes a minimum of 181 student attendance days plus two (2) in-service and/or teacher work days.

ARTICLE VI

Professional Qualifications and Assignments

A. The normal weekly teaching load in the Junior-Senior High School will not be more than twenty-five (25) contact periods and not less than five (5) unassigned preparation periods if the six-period day is in effect. There will be no departure from these norms, except in case of emergency. Emergency is to be defined by mutual agreement between Administration and Executive Committee of the Association.

1. No teacher in the Junior-Senior High School shall have more than three (3) preparations unless it is mutually agreed upon by the parties concerned.

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

C. Teachers employed after the effective date of this contract shall have earned no less than a Baccalaureate Degree in Education with a minimum of Provisional Certification.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments 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.

1. Classes should be arranged so that members of a department with continuous years of service in this school district should be given first consideration as to classes taught within the areas of their competency.
2. Teachers returning to the system after having severed contractual employment for a period exceeding one semester shall have the same status as a beginning teacher in the system with regard to teaching assignments.

E. A teacher shall not be responsible for any activity connected with collections of money for any purpose unless he/she volunteers to do so.

F. Any person who does not possess a degree or a teaching certificate shall not be placed in an instructional capacity for any reason at any time. (Exceptions- Student Teachers).

ARTICLE VII

Teaching Conditions

A. Because the pupil-teacher ratio is an important aspect of any effective educational program, the parties agree that class size should be lowered whenever feasible.

<u>Class - Elementary</u>	<u>Maximum</u>	<u>Optimum</u>
K-2	25	16
3	28	18
4-6	28	18
Multiple Classroom Situations	25	18

ARTICLE VII Con't.

<u>Class-Secondary</u>	<u>Maximum</u>	<u>Optimum</u>
Art	20	16
Business Machines	16	12
Industrial Arts	20	16
Physical Education	30	22
Health	24	16
Science	24	16
Languages	20	16
Shorthand	24	16
Typing	Machines Available	16
Mathematics	25	16
General Business Ed.	25	16
Social Studies	24	16
English	24	16
Music	No limit for vocal	
Graphics	20	16
Homemaking	Stations Available	16

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 thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained.

C. The Board shall make available to each school building 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. Separate lavatory facilities will be provided for the faculty at Laird.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period as follows: Providing qualified personnel can be secured to assume these responsibilities.

1. If qualified personnel cannot be found, the teacher asked to substitute shall be paid at a rate of \$5.00 per hour.
2. The noon period will not exceed one hour.

E. Telephone facilities shall be made available to teachers for their reasonable use from 8:00 A.M. until 8:00 P.M. daily.

F. Adequate parking facilities shall be made available to teachers for their exclusive use on a first come first serve basis. Superintendents, principals and school nurse shall have assigned positions.

G. The provisions of the 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 students.

ARTICLE VIII

Vacancies and Promotions

A. Whenever a vacancy in any professional position or any new professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by posting in the designated areas of each school building. Any qualified teacher may apply within seven (7) days of the posting date during the school year and within fourteen (14) days of the posting date during the summer recess, with the final selection to be made by the Board of Education. Consideration should be given in terms of continuous years of experience in this school district.

ARTICLE IX

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 VI.

C. Any teacher who shall be transferred to an administrative 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 administrative status.

D. Consideration should be given in terms of continuous years of experience in this school district.

ARTICLE X

Sick Leave Benefits

A. Amount, Accumulation and Retirement Status.

1. Effective September 2, 1969, teachers employed by the L⁰Anse Township Schools shall be entitled to thirteen (13) sick days per year.
2. Accumulated to ninety (90) days.
3. One-half of the amount of accumulated sick leave shall be paid to the teacher on the last payday of his services on retirement provided he has been a teacher in the L⁰Anse Township Schools for a period of at least five consecutive years; payable sick leave benefits per day on retirement shall be determined on 1/the number of teacher attendance days under the current negotiated school calendar of the teacher's yearly contracted salary on retirement. Retirement will be defined as stipulated in the Michigan Public School Employees Retirement Act.

ARTICLE X Con^ot.

4. Sick Leave Bank

- a. Days are accumulated by the "Sick Leave Bank" any time a teacher is absent and no substitute is hired. (Student teacher takes classes, or classes are cancelled.)
- b. The "Bank" days will be used by teachers, according to need, as determined by a committee comprised of the LEA Executive Committee and the Superintendent.
- c. Days used by any teacher will be paid back to the bank as that teacher accumulates them.
- d. In case of need by more than one teacher, they shall receive consideration in proportion to length of service.
- e. If there are no accumulated days in the "Sick Leave Bank" this section is temporarily suspended.
- f. A limit of 50 days may be accumulated in the "Sick Leave Bank".
- g. For the school year 1972-1973 each teacher may donate one day to the bank.

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 XI

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. Illness or medical treatment in the immediate family. Dental appointments, eye appointments, and other appointments of this type should be scheduled after school hours, on weekends, or during vacation periods. If this is not possible, personal leave should be requested.
2. 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. Three days per year for personal use. The number of teachers granted personal day leave on any one day will be determined by the availability of substitute teachers. Requests for Personal Day must be submitted in writing at least three (3) days prior to the day's leave of absence, but not to exceed

ARTICLE XI Con't.

seven (7) teaching days prior to the leave of absence. Personal leave before and after a holiday recess and the first and last week of school must be accompanied by a written reason for administrative approval.

- a. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours or during vacation periods. The general reason shall be briefly explained on the request form.

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 relative 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.
6. Administrative leave--for special reason and with just cause, administrative approval will be granted to any teacher for requested leave.

D. Leaves without pay may be granted with Board approval for one year for the following reasons:

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.
4. Exchange teaching.

An additional year may be granted with Board approval. The Board of Education reserves the right to determine whether or not salary increment increase shall be granted.

E. Unlimited leave shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, not to exceed one enlistment. He shall be credited for such experience up to a maximum of four (4) years.

F. Leaves without pay may be granted for personal reason.

G. Personal days without pay in the amount of five (5) days per teacher per school year.

ARTICLE XI Con't.

H. Maternity Leave.

- a. The Board shall grant to any teacher a leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
- b. In case any dispute as to whether a teacher, under the provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.
- c. Provided, however, that at the option of the teacher, the leave of absence may extend to the end of the school year in which the teacher commenced such leave of absence, and further provided that:
 1. The reinstatement shall be to the teacher's former position.
 2. In the event of miscarriage prior to the start of maternity leave, or in cases where the duration of the leave does not exceed the teacher's accumulated sick leave, the sick leave provision of this collective agreement shall apply.
 3. A teacher on maternity leave of absence shall be given credit on the salary schedule for all time spent on such leave (not to exceed one semester.)
 4. A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for a period not to exceed one semester.

ARTICLE XII

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 pay in full the premium of full family Blue Cross Semi-Private Comprehensive Coverage or M.E.A. Super Medical Group Hospital Insurance for those teachers desiring such coverage.

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 September 30th, by personal payment of the premium.

ARTICLE XIII

Teacher Evaluation

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

B. The evaluation form that the teacher signs shall be the one to be placed in his personnel folder and duplicated for him.

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

D. 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 a teacher until such representative of the Association is present.

E. 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.

F. Tenure teachers shall be formally evaluated at the discretion of the building Principal.

ARTICLE XIV

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 local 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.

ARTICLE XIV Con't.

D. Any complaints by a parent of a student toward a teacher must be directed to the building Principal and shall be in written form and be promptly called to the teacher's attention. Refer to agreement reached on Grievance No. 1, dated January 14, 1970.

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 case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

F. A teacher may exclude a pupil from class 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. Said student will report to his building principal and in such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full written particulars of the incident. Final disposition of any student disciplinary case, however, will always be made by the principal.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them.

It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the following school year.

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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, including the imposition of the Association of profession sanctions to discourage teachers from working in the absence of contract.

ARTICLE XVI

Professional Grievance Procedure

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

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix C, signed by the grievant and a representative of the Association, which form shall be available for the association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, 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 days thereafter. A copy of such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVI Con't.

H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

I. 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.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association. It is recommended that a conference with the building principal and/or superintendent be held prior to initiating formal grievance procedures.

ARTICLE XVII

Teacher Responsibilities

A. The teachers agree to abide by the following specific teacher responsibilities:

1. "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 teacher to assume administrative responsibilities."
2. 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.
3. Teachers are required to be in their classrooms during all their scheduled classes unless an emergency arises, in which case arrangements should be made for supervision of students.
4. 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.

ARTICLE XVII Con't.

- 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.
 - i. Participation in long-term curricular projects intended to develop standing policy and/or permanent sections of a course of study will be remunerated.
5. Attendance at all school functions held during the normal school day such as assembly programs, concerts, pep sessions, staff or grade level, or departmental meetings, etc., is compulsory. Also, attendance at school functions outside the normal school day such as athletic contests, band concerts, Honors Convocation, Commencement activities, etc., is highly desirable.
 6. Lesson plans should be written which are concise and clear, and which could be followed reasonably well by a substitute teacher. They should meet the needs of pupils on different levels of ability.
 7. Teachers should at all times carry out responsibilities and duties conscientiously, such as advisorships of classes and other organizations, hall and recess supervising, etc., which are expected of teachers.
 8. Teachers should make every effort to meet with parents for conferences to discuss pupil learning problems and other items of mutual concern, during conference hours or before and after school.
 9. Objective evaluation of the progress of each pupil.
 10. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors and principal.
 11. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.
 12. Extra-curricular activities contribute to the formal course of study, help maintain pupil morale and assist in establishment of good school-community relation. These duties should be shared by all faculty members.
 13. Completion of designated clerical duties such as attendance sheets, office questionnaires, etc., completely and on time.

The above are educational responsibilities of all professional personnel. Violations of these responsibilities should never occur; however, if violations of the above responsibilities occur to the extent that the administration feels they detract from the overall educational program, an administrative reprimand would be made part of the evaluative process and would result in a condition of employment.

ARTICLE XVIII

Professional Study Committee

A. There is hereby established a Professional Study Committee composed of teachers and School Board members working with the superintendent and principals of school district to be selected by the Association. The Professional Study Committee shall investigate matters of mutual concern for the improvement of education. The Professional Study Committee shall meet a minimum of once a semester, the first meeting to be scheduled before January 15, of the first semester, and the second meeting before May 15, of the second semester. It shall be the duty of the Superintendent to schedule these meetings.

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^oAnse Township Schools
5. To discuss general problems.

C. The executive committee of the Association shall meet prior to the first Professional Study Committee meeting to establish priorities on items to be submitted for consideration by the Professional Study Committee.

ARTICLE XIX

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of qualified substitute teachers. Teachers, who cannot be in school, will call their principal 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 administrator to arrange for a substitute teacher.

1. It shall be the duty of the administration to notify the substitute of all the duties of the teacher for that day or days.

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.

ARTICLE XIX Con't.

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 provisions 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 XX

Duration of Agreement

A. This agreement shall be effective as of September 5, 1972, and shall continue in effect for two years on all articles except those concerning Schedules A, B, C, and D.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

Chairman

Chairman

_____ *

1. _____ *

1. _____

2. _____ *

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

6. _____

6. _____

7. _____

7. _____

*BOARD NEGOTIATING TEAM

SCHEDULE A

A base salary of \$7,900 is established for the 1972-1973 school year with a 4% increment based on the previous year's salary with a 10% Masters Differential.

	<u>B.A.--B.S.</u>	<u>M.A.--M.S.</u>
Base	7,900	8,690
1	8,216	9,006
2	8,545	9,335
3	8,887	9,677
4	9,242	10,032
5	9,612	10,402
6	9,996	10,786
7	10,396	11,186
8	10,812	11,602
9	11,244	12,034
10	11,694	12,484

Degree * plus 10 hours - \$100.00 additional
 Degree * plus 20 hours - \$100.00 additional
 Degree * plus 30 hours - \$100.00 additional

*plus meaning hours earned after the degree is granted, or if such hours are applicable toward another degree. Additional reimbursement applies to hours above the BA-BS and the MA-MS degrees.

Longevity allowance shall be made as follows:

- (1) 10 years teaching experience in L^oAnse System - \$200.00 additional
- (2) 15 years teaching experience in L^oAnse System - \$200.00 additional
- (3) 20 years teaching experience in L^oAnse System - \$200.00 additional

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 10 years of experience.

SCHEDULE B

1972-1973

FOOTBALL:

Head. 9% of Base + \$100.00 per week *pre-season
Assistant 5% of Base + \$ 90.00 per week pre-season
Jr. Varsity 5% of Base + \$ 90.00 per week pre-season
Assistant Jr. Varsity 4 1/2% of Base + \$90.00 per week pre-season

*The pre-season training period is not to exceed four weeks.

BASKETBALL:

Head. 10% of Base
Jr. Varsity 7% of Base
**Jr. High. 4% of Base
5th & 6th Grade \$100.00

TRACK:

Head. 5 1/2% of Base
Assistant 4% of Base

CROSS COUNTRY COACH: 4% of Base

GYMNASTICS--CHEERLEADING:

Gymnastics. 7% of Base
Cheerleading. 3% of Base
Gymnastics Assistant. . . . 2% of Base
Cheerleading Assistant. . . . 2% of Base

**If two Junior High Coaches are needed, the 4% will cover both positions.

SCHEDULE C

ART. 3% of Base

MUSIC:

High School Band. 7% of Base

High School Chorus. 3% of Base

SHOP MAINTENANCE 3% of Base

YEARBOOK 4% of Base

SENIOR PLAY. 2% of Base

DEBATE--FORENSICS. 3% of Base

DIRECTOR OF GUIDANCE:

1-5 years experience in counseling. 5% of Base

6-7 years experience in counseling. 7% of Base

8 or more years experience in counseling. 8½% of Base

*JR. CLASS ADVISOR (1) 2% of Base

*SR. CLASS ADVISOR (1) \$100.00

*To be posted

SCHEDULE D

Athletic Supervision and Duties
(To be paid from the Athletic Fund)

Scorers.	\$10.00 per game
Timers	\$10.00 per game
Tickets.	\$ 7.50 per game
Supervision.	\$ 7.50 per game
Chaperones	\$ 7.50 per game

GRIEVANCE REPORT FORM

9/26/67

Grievance # _____ School District _____

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 of Step I, attach an additional sheet.

(Note: Continued on reverse side)

APPENDIX C-2

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

NOTE: All provisions of Article _____ of the Agreement dated
197____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

September 27, 1973

Teachers:

Attached are the following pages with which you should update your 1972-1973 Master Agreement:

Cover Page - Listing P. No. Committee
Page 18 - Schedule A
Page 19 - Schedule B
Page 20 - Schedule C

Only a very limited number of complete contracts are available. Because of this, a complete contract will be given to new teachers only. Copies are always available for checking in the office.

Willis C. Olson
Willis C. Olson
Superintendent