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Capeac Community School District

MEA; 1216 Kendall; East Lansing, Mich.
48823

CAPAC EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 20th day of August 1970 by and between the Board of Education of the Capac Community School District, hereinafter called the "Board", and the Capac 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 Capac Community School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, permanent substitute, employed or to be employed by the Board, excluding: Superintendent, Curriculum Coordinator, Principals, and supervisors within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. All individual teacher contracts shall be subordinate to and consistent with this agreement.

D. Since all members of the bargaining unit are beneficiaries of this agreement, the expense of its negotiation and administration shall be shared equally. If a teacher shall fail to execute an authorization for deduction of association dues, he shall, as a condition of continued employment execute an authorization for the deduction of a sum equivalent to the association dues or assessments. The sums which are deducted as dues shall be forwarded to the association within thirty (30) days of their deduction. The sums deducted as assessments shall be collected and held by the board pending a ruling by a proper judicial authority or any appropriate appeal to any higher judicial authority. If the proper judicial authority hands down a ruling before March 1, 1971, in favor of Agency Shop, the Board shall notify employees of termination of employment at the end of the school year, unless they

comply for the 1970-71 school year. If the proper judicial authority hands down a ruling against Agency Shop, the Board will refund the assessment deducted from the employee. If the proper judicial authority does not rule either way before March 1, 1971, the conditions of the above paragraphs will remain in effect until a ruling is handed down.

In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the association agrees to pay one-half (1/2) of the expenses so incurred by the Board.

E. The amount of such deduction from each regular pay check shall be indicated to the Board by the Association and the Board agrees promptly to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

ARTICLE II

Association and Teacher Rights

A. This contract shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws, Michigan Teacher Tenure Act, Fair labor practices or rules and regulations of the Board of Education.

B. The Association may use a school room for meeting purposes in accordance with existing Board Policies in effect on February 1, 1968. If extra custodial help is necessary, the Association agrees to reimburse the district according to the current rate including overtime when necessary.

C. The Association shall have access to school mails for the circulation of publications and releases.

D. Supplies necessary to conduct Association business may be purchased from the Board at cost through use of requisition forms to the Superintendent's Office no later than November 1.

E. A bulletin board or a reasonable portion thereof shall be designated in each building for Association publications and releases.

F. The Board agrees to make available to the Association all available information concerning the financial resources of the district including, but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County allocation board budgets) agendas, and minutes of all Board meetings, treasurer's report, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent and accurate, informed and constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process any grievance

or complaint. All duplicated information shall be available to the Association within seven days of a written request.

G. The Association shall be notified and entitled to have representation on all committees for development or revision of educational programs established by the Board other than direct sub-committees comprised of Board members and supervisory personnel.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of a teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. Consistent with the Code of Ethics of the Educational Profession the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

I. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, discriminatory and without regard to race, creed, religion, color, national origin, sex, or marital status.

J. A teacher may wear the recognized NEA and MEA association membership identification and a CEA identification of a similar nature.

K. The Board or its representative shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board or its representative with respect to said matters prior to their adoption and/or general publication.

L. The Board agrees that its rules and regulations governing employee conduct will be reasonable and that discipline will be fair and for just cause.

M. Discharge, demotion or other involuntary change in the employment status of a teacher shall be for just cause and preceded by (a) the faithful execution of the evaluation procedure and the honoring of all teachers rights included in this agreement and all applicable statutes. (b) The forwarding of a written explanation to the teacher and the Association. (c) A complete review of the non-confidential information in the teachers personnel file with the teacher and his representative. (d) If requested by the teacher a hearing before the Board of Education.

N. Assignment for extra duties shall be made annually by the Superintendent with the approval of the Board. Teachers with experience in the assigned duty who are presently employed shall be given preference to such duties. Teachers shall have the right to decline assignments.

ARTICLE III

Professional Security

A. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

ARTICLE IV

Board of Education Policies

A. This contract shall be considered a part of the policies of the Board, except this agreement shall supersede provisions which are inconsistent or contrary to its terms. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V

Teaching Hours and Class Load

A. The daily starting times will be established consistent with the best use of facilities and staff availability. Deviation from previously established length of day and starting times will be negotiated with the Association.

B. The normal weekly teaching load in grades 7-12 will not exceed 306 minutes of pupil contact per day. Each teacher will have scheduled a preparation period of not less than 51 minutes and shall be required to be present only in consecutive periods. In addition a teacher may be requested to supervise a separate homeroom or conference program of no more than 10 minutes in length per day, but a homeroom or conference program is not to be construed as a class sponsorship. Teachers will be expected to supervise students during the passing of classes. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article.

C. The normal teaching load in K-6 will not exceed 345 minutes of pupil contact per day. Teachers of grades K-6 may use for preparation all time during which their classes are receiving instruction from music, art or physical education teachers with exception of Article V, Section E.

D. All teachers shall be entitled to a duty free uninterrupted lunch period of not less than 45 minutes in K-6 and not less than 35 minutes in 7-12. Any increase in the minimum length of the lunch period may be made up in a longer school day.

E. Elementary teachers (K-4) will be provided with two 15 minute relief periods each day part of which may be time that their students are under supervision of special teachers and shall not be required to supervise playground. Teachers of grades 5-6 will be provided with one 30 minute or two 15 minute relief periods each day and not required to supervise playground.

F. Teachers of music, art and the laboratory sciences, librarians, visiting teachers, and all special education teachers shall be provided with relief and preparation time to the same extent as the other teachers in the district.

G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

H. In addition to the regular school load, teachers may be expected to attend staff meetings, parent teacher conferences and other professional meetings not to exceed one hour per week. Staff meetings shall terminate no later than one hour after the close of the teachers' school day. The Board will pay the teacher for any professional work in excess thereof at the teachers' hourly rate. The hourly rate is computed by dividing the daily rate by seven (7).

I. Teachers shall receive written notice of staff meetings at least 48 hours preceding each scheduled meeting except in the case of an emergency. Failure to give 48 hours notice will negate the obligation of attendance at the meeting except in cases of emergency.

J. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be carefully considered and lowered when it is considered educationally sound, practical and possible. The utilization of facilities and personnel and the future planning of construction shall be consistent with the following figures:

K-89-12

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General	32
Lab Science	27
Business	31
Industrial Arts	22
Typing	27
Drafting	25
Physical Education	40
Voc. & Pract. Arts lab.	22
Homemaking	22
Art	24

If the limit is exceeded by more than 10%, the involved principal, teacher, Association representative and Superintendent shall meet to plan means for relieving the situation. Agreed to changes will be put into effect before the limit is exceeded by 20%. Certain special classes of an experimental nature, or pilot program may be exempt from these limitations.

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

K. No teacher will be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when they are scheduled directly with the teacher except that on Fridays or on days preceding holidays or vacations the teacher need remain at teaching stations only until buses leave.

ARTICLE VI

Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 be directed toward insuring that the energy of the teacher is primarily utilized to that end.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standardized test and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of recommending the selection and use of such educational tools. The Board agrees to act on all such recommendations within a reasonable time. The Board agrees at all time to keep the schools properly equipped and maintained.

C. The Association and Board mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition the Board shall to the best of its ability provide a teacher resource center in the district and may include therein all texts and materials which are reasonably requested by the teachers.

D. The Board agrees to make available in each school necessary typing, duplicating, stencil and mimeograph facilities, and clerical personnel to aid teachers in the preparation of instructional material.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall make available in each school, restroom and lavatory facilities exclusively for faculty use and at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

G. Telephone facilities shall be made available to teachers for their professional or emergency use during the regular school day.

H. Adequate parking facilities shall be provided and properly maintained for teacher use.

I. The Board of Education shall provide safe healthful working conditions for teachers.

J. Whenever possible the Board will relieve teachers of the responsibility of collecting monies for the district.

K. Teachers who are assigned to teach in the Middle building as well as the High School and/or the Elementary building shall be provided with adequate travel time and an allowance of 25¢ per day unless school transportation is provided.

ARTICLE VII

Qualifications and Assignments

A. The Board agrees to make every attempt to employ teachers with at least a BA degree and Provisional Certificate. Teachers with lesser qualifications will be employed only in cases of emergency. When this becomes necessary the Association will be notified.

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 and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.

C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be promptly notified and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education courses, extra duties enumerated in schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district with the necessary competencies.

ARTICLE VIII

Vacancies, Promotions and Transfers

A. Re-assignment between buildings, classes and positions may be initiated by the teacher through filing a Request for Transfer Form through his building Principal to the Superintendent on or before March 15 of each school year. Such requests will remain on file until granted by the administration or withdrawn by the teacher. A written notification of the status of such requests will be made to the teacher on or before May 15 of each school year. Re-assignment of any teacher may also be initiated and carried out by the Superintendent. A teachers educational preparation and experience will be considered in making transfers. Personal reasons for requesting transfers will be given consideration. Re-assignment of members of the teaching staff within a school building is the responsibility of the building Principal. Re-assignment of the teaching staff between school buildings is the responsibility of the Superintendent of Schools.

B. Vacancies occurring during the school year may be difficult to fill from within the district without disruption of the instructional program. Such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position may be considered vacant.

C. When ever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice, description and qualifications for such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis until such vacancy shall have been posted for 15 days.

D. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such a position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement shall mean continuous employment, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause. The above shall not be construed to mean that all vacancies shall be filled from within the system.

E. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher is dissatisfied he/she may be released from the individual teaching contract without prejudice, prior to the beginning of the school year.

F. There is hereby established an administrative intern program for the purpose of identifying and training potential administrators among the professional staff. In order to qualify for the intern program, a teacher must have had at least three years of teaching experience and expect to receive his master's degree within the coming year. Such intern shall be released from teaching duties one hour per day. By June 1 the Board shall post notice of any available internships for the ensuing year. All applicants shall receive due consideration in light of professional background and experience and shall be paid his or her regular salary during the internship. All candidates shall be notified of the boards decision by June 15.

ARTICLE IX

Teacher Evaluation

A. It is recognized that the evaluation of teachers is an especially significant tool for the improvement of instruction as well as a method of measuring teacher proficiency. It is to these ends that the following is agreed:

- (1) All probationary teachers will receive a formal evaluation once each semester prior to the 3rd Thursday in November and no later than March 15.
- (2) All Tenure teachers will receive a formal evaluation each year prior to June 1.
- (3) Before the evaluation becomes a part of the teachers record a conference will be held between the evaluator and the teacher to discuss the observed strengths and weaknesses and plan for improvement. The teacher may submit his own evaluation if his own evaluation does not agree with that of the evaluator. Both evaluations are to be placed in the teachers personnel file.
- (4) Evaluation is concerned with many aspects in addition to formal classroom visitation. Areas of concern are (a) command of subject matter, (b) effectiveness of instruction, (c) initiative, (d) cooperation, (e) participation, (f) reliability and personal responsibility, (g) leadership, (h) growth potential, (i) and participation in professional activities.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping shall be considered an insufficient means of evaluation. Closed circuit television, public address or audio systems, and similar surveillance devices shall be prohibited.

C. Each teacher shall have the right, upon request, to review with the Superintendent items contained in his personnel files except confidential communications.

D. A teacher shall at all times be entitled to have present a representative of the Association when, as a result of evaluation he is being reprimanded, warned or disciplined. 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.

The above shall not be construed to hinder effective relationship with regard to normal management of school operations.

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

ARTICLE X

Curriculum Study Committee

- A. There is hereby established a permanent "Curriculum Study Committee" (CSC) composed of six (6) members, three (3) of whom shall be teachers selected by the Association, and three (3) of whom shall be appointed by the Board.
- B. The CSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The CSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the CSC or its subcommittees, including their recommendation, shall be submitted in writing to all members of the CSC.
- E. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be re-activated except by mutual consent of the members to the CSC.
- F. Materials for presentation will be submitted to the Superintendent at least 17 days prior to the regular monthly meeting of the Board at which time it is to be presented by the committee.
- G. It shall be the duty of the chairman responsible for the study to work with the Superintendent or his agent to provide background materials for the Board concerning the study to be presented and in making the actual presentation.
- H. The parties agree that the CSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- I. The clerical expenses of the CSC and its subcommittees shall be borne by the Board.

ARTICLE XI

Protection of Teachers

A. The Board recognizes its responsibility to give administrative backing and support to its teachers. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The Board further recognizes that the classroom teacher shall not be expected to assume responsibility for emotionally disturbed students nor to be charged with the responsibility for psychotherapy, except in rooms for emotionally disturbed. Whenever it appears that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

The right of pupil assignment remains the responsibility of the administrative personnel of the district and final determination of such assignment shall be made by the administrative staff after proper evaluation.

B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such assault and upon the recommendation of the Association the Board shall review the matter and advise the teacher of his rights and obligations with respect to such assault, provide legal assistance and shall render all reasonable assistance to the teacher in connection with the handling of the matter by law enforcement and judicial authorities.

C. A teacher may exclude a student from a class when all ordinary classroom disciplinary procedures have been exhausted and his persistent disruptive behavior makes his continued presence an impossible constructive educational situation. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the situation. The student may return to the classroom only with mutual consent of the teacher and the building principal.

D. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board to the extent provided by Michigan Workman's Compensation Laws. The Board agrees to reimburse the teacher the difference between benefits provided under Workman's Compensation and the teacher's salary for a period not to exceed one year.

E. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

F. No action shall be taken upon any complaint of a serious nature by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file until such matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.

ARTICLE XII

Professional Improvement

A. The parties support the principle of continuing training of teachers participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. Any teacher who enrolls in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university may receive reimbursement from the Board for his tuition, book, meal, lodging and transportation expenses or any part thereof upon the successful completion of such course.

C. The Board may provide upon application all or any part of the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

D. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

E. There shall be no less than three professional inservice meetings during the school year. The date, time, subject matter and resource people shall be planned jointly by representatives of the Board and of the Association.

ARTICLE XIII

Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be consistent with the contract.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XIV

Reductions in Personnel and
Annexations and Consolidations of District

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates who have the longest service in the district and have the necessary competencies to best maintain the reduced program. The Board and Association will further use its best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher except to the extent permitted by law.

ARTICLE XV

Special Teaching Assignments

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of competency with reference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School program. Teachers shall be compensated for teaching in any of such programs at the regular hourly rate as defined in Schedule A of the individual teacher assigned. All benefits applicable to the regular employment period shall apply to the additional professional teaching assignments.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailable, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. When all means to obtain qualified regular substitute teachers have been exhausted, the building principal may request a teacher to perform emergency substitute duty during the teacher's conference or preparation time. The teacher shall have the right to decline. Compensation shall be at a rate equal to fifteen percent (15%) of the teacher's daily salary. All teachers in a building desiring to perform emergency substitute duties shall be called upon for this duty on a rotating basis, consistent with their educational preparation and the duties to be performed. Teachers shall be provided advance notice sufficient to allow adequate

preparation for the emergencies to maintain a high quality of instruction in the teacher's regular assignments.

The Association shall be notified of all emergency teaching assignments within seven days of performance of such duty.

ARTICLE XVI

Paid Leaves of Absence

A. All teachers absent from duty because of illness or whenever the teacher is required during school hours to consult a doctor because of personal health shall be allowed full pay for a total of .5 days per bi-weekly period of employment.

The unused portion of such allowance shall have unlimited accumulation.

B. A teacher who is unable to teach because of personal illness or disability and who exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed at the discretion of the Board.

C. At the beginning of each school year each teacher shall be credited with six days to be used for deaths in the immediate family of the teacher or spouse. Immediate family shall be defined as father, mother, spouse, sister, brother, child, or a dependent of the immediate household plus one additional day for other than the aforementioned deaths.

D. At the beginning of each school year each teacher shall be credited with four days to be used for critical illness in the immediate family as defined in Section C.

E. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work.

F. A leave of absence may be granted for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

G. Leave may be granted at the discretion of the Board upon application for the following:

1. Study related to the teacher's field.
2. Special educational programs to advance the teacher's training to meet a specific need in the district.

H. All requests for sick leaves must be submitted to and approved by the Superintendent. In the event of absence of a teacher for illness in excess of five consecutive working days, the Board may, at its expense, request an examination by an independent physician.

I. Upon the recommendation of the Superintendent the Board may, at Board expense, request a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted.

J. Two days a year of leave may be used for personal business, non-cumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

An application for a personal business leave, containing the reasons for the leave must be submitted in writing at least one week in advance (except in the event of an emergency which a shorter notice may be acceptable).

K. One personal leave day may be used by each teacher at his discretion with at least 48 hours notice to the building principal. Personal leave will not need prior approval but will not be granted immediately before or after holidays, vacations, or the first and last days of the school year.

L. A bank of days not to exceed four (4) shall be available for officers or representatives of the Association to attend conferences, workshops, hearings or seminars conducted by the MEA, NEA and/or affiliate departments thereof and the various governmental units involved in the education process.

M. The Board will establish a sick bank equivalent to 1 day per full time teacher. In order to qualify a teacher must have used his/her own sick leave and observed 15 consecutive days without pay before making application for use of sick bank. Approval shall be granted, or denied, by a committee of two administrators and two teachers. The bank shall accumulate year by year to a limit of double the number of teachers on the staff.

ARTICLE XVII

Sabbatical Leave

A. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for study providing:

- a. No more than one teacher in the District shall be absent on Sabbatical leave at any one time.
- b. Requests are made in writing to the Superintendent on or before February 1 of the school year preceeding the school year for which the leave is sought.
- c. The teacher has completed at least seven (7) consecutive full school years of service in the District.
- d. The teacher shall agree to remain in the employ of the District for a period of not less than two years following his return from Sabbatical leave.
- e. The employee on Sabbatical leave will be required to file periodic reports with the Superintendent.

B. The Board shall be responsible for granting all leaves. Teachers requesting Sabbatical leave will be notified on or before April 1 if their requests have been accepted or rejected. Teachers requesting Sabbatical leave for second semester will be notified on or before October 1. Approval by the Board will be contingent upon a certificated teacher qualified to assume the applicant's duties while on leave.

C. Upon return the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

D. The compensation for a teacher on Sabbatical leave shall be one-half the annual salary. During the Sabbatical leave the sick leave policy will not apply, and the Board will continue to make insurance payments.

ARTICLE XVIII

Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any teacher upon application, for the purpose of participating in exchange teaching programs to other states, territories, or countries; foreign or military teaching programs; the Peace Corps.; Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities, provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the next step on the salary schedule.

B. A leave of absence of one year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon application additional leave may be granted at Board discretion. Upon return from such leave such teachers shall be placed at the next step on the salary schedule.

C. A leave of absence may be granted to any teacher for the purpose of campaigning for or serving in a public office. The leave may be granted for no less than one year unless a suitable replacement is available for a shorter period.

D. Maternity leave of up to two (2) years shall be granted, commencing not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the probate court.

E. Teachers shall be given credit for all benefits earned in the Capac system in the event they are re-employed.

F. A leave of absence shall be granted to any teacher upon application who enters the Armed Services of the United States. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during that period.

G. A leave of absence of not less than 90 days shall be granted to any teacher upon written application in case of illness of the immediate family. Upon return the teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during that period. The teacher shall give written notification to the administration 30 days prior to the end of the semester of either his intention to return or request for an extension of the leave. Extension may be given upon recommendation of the Superintendent and approval of the Board.

H. A person with less than 135 consecutive days teaching experience or more than 85 consecutive days teaching experience shall be moved up one-half ($1/2$) step on the salary schedule at the beginning of the school year. A teacher with more than 135 consecutive days teaching experience in a given year will be moved up one full step on the salary schedule at the beginning of the school year.

ARTICLE XIX

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.

B. On March 15, 1971 Negotiations shall begin on the total contract.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association or Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations subject to final 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.

ARTICLE XX

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 with respect to wages, hours, terms, and conditions of employment, may be processed as a grievance and hereinafter provided.

Step 1 - A teacher discusses a problem with his or her building principal.

Step 2 - If the teacher and Association does not believe the problem has been resolved within five (5) days of alleged grievance, the teacher files a written grievance with the building principal, a written decision is required within five (5) school days.

Step 3 - Within five (5) days, if the Association believes the decision incorrect or incomplete, the written grievance is transmitted to the Superintendent or his designee. Within five 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 school days of such meeting, and shall furnish a copy thereof to the aggrieved teacher and Association.

Step 4 - Within five (5) days, if the Association believes the decision incorrect or incomplete, the written grievance is transmitted to the Board of Education or a designated board committee. The board will review the grievance no later than the next regular meeting. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

Step 5 - Within five (5) days, if the Association believes the decision incorrect or incomplete, the Board is so notified in writing and the problem is referred to the Labor Mediation Board to impartially review and render a decision.

Step 6 - If the Association or the Board is not satisfied with the disposition of the grievance, 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 rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add 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.

Each party shall bear the full cost for its side of the arbitration and will pay one-half the cost for the arbitrator, any complaint for which there is a remedial procedure or a form established by law or by regulation having the force of law including any matters subject to the procedures specified in the teacher Tenure Act (Act IV Public Acts extra session of 1937 State of Michigan as amended M.S.P.A.K. 1961 etc.) shall not be the basis of any grievance.

B. 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.

C. 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.

D. When and if it is necessary for a member of the Association to attend a meeting involving school administrators, during school hours, for the purposes of processing a grievance; there will be no deduction in pay for the person or persons involved in such procedures.

GRIEVANCE REPORT

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

Submit to Principal in Triplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Grievance was informally discussed with Principal _____

STEP II

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance and Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Grievant and Association Position _____

Signature

Date

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and Association _____

Date _____

Note: Continued on reverse side

Signature _____

STEP IV

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____

Date _____

C. Position of Grievant and Association _____

D. Date _____

Signature _____

STEP V

A. Date Submitted to Mediation _____

B. Disposition of Grievance _____

C. Date of Decision _____

Signature of Mediator _____

STEP VI

A. Date submitted to Arbitration _____

B. Decision of Arbitrator attached. _____

NOTE: All provisions of Article XX of the Agreement dated _____
MUST BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

ARTICLE XXI

Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. 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 application shall continue in full force and effect during the life of the Agreement.

C. Copies of the Board Policies and this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. Ten additional copies of this Agreement shall be furnished to the Association at cost.

D. On any scheduled student attendance day when buses do not pick up students due to adverse weather conditions, teachers shall not be required to report. Teachers however, will be expected to attend on such days that a planned program has been announced. Teachers will not be exposed to undue risk.

E. The teacher shall be paid at the rate of 10¢ per mile if it is necessary, in the opinion of the Board or its representative for the teacher to use his own private car for professional services.

F. A statement of salary and leave days shall be issued to each teacher by the Board following the adoption of this Agreement.

H. The teacher's regular salary shall be paid bi-weekly and provisions shall be made for deduction of insurance premiums by the Board and remitted to the appropriate underwriter.

I. One pass, good for the admission to all school events other than dinners shall be issued annually to each teacher.

ARTICLE XXII
Capac Community Schools
Calendar
1970-71

A. The school calendar for 1970-71 shall be as follows:

September 2	*New Teacher Orientation
September 3	*Teachers Orientation
September 8	Classes Begin (All day)
October 7	*MEA Institute - No school
October 21 & 22	**Parent Teacher Conferences - school 1/2 day
October 23	End First Marking Period
November 4	* County Institute - Port Huron
November 25	Thanksgiving Recess begins 4:00 p.m.
November 30	Classes Resume
December 11	End Second Marking Period
December 23	Christmas Recess begins 4:00 p.m.
January 4	Classes Resume
January 29	*End First Semester - No Classes
February 1	Beginning Second Semester
March 3	*Parent Teacher Conferences - No School
March 12	End Fourth Marking Period
April 7	Easter Recess Begins 4:00 p.m.
April 14	Classes Resume
April 30	End Fifth Marking Period
May 31	Decoration Day - No School
June 6	Baccalaureate
June 11	*End School Year - No Classes
June 14	Annual School Election

Marking Period	Session Days	Membership Days	Work Days
1st Sept. 2 - Oct 23	33	35	36
2nd Oct. 26 - Dec. 11	32	33	33
3rd Dec. 14 - Jan. 29	27	27	28
4th Feb. 1 - Mar. 12	29	29	30
5th Mar. 15 - Apr. 30	31	31	32
6th May 3 - June 11	<u>28</u>	<u>29</u>	<u>29</u>
	180	184	187

*Denotes Teacher work day - No students in attendance.

ARTICLE XXIII

35. A. Professional compensation of teachers will be based on the following:

<u>Full Years Experience</u>	<u>BA</u>	<u>BA/ 18 Sem. Hr.</u>	<u>MA</u>	<u>MA/ 15 Sem. Hr.</u>	<u>Ed. Sp.</u>
0	7,700	7,975	8,250	8,550	8,750
1	8,060	8,347	8,655	8,965	9,195
2	8,420	8,719	9,060	9,380	9,640
3	8,780	9,091	9,465	9,795	10,085
4	9,140	9,463	9,870	10,210	10,530
5	9,500	9,835	10,275	10,625	10,975
6	9,860	10,207	10,680	11,040	11,420
7	10,220	10,579	11,085	11,455	11,865
8	10,580	10,951	11,490	11,870	12,310
9	10,940	11,329	11,895	12,285	12,755
10	11,300	11,695	12,300	12,700	13,200

B. At the time of initial employment, credit will be given for full years of

previous outside teaching experience in accordance with Article 18, Section H and as follows:

<u>Elsewhere</u>	<u>Salary Step</u>
1	1
2	2
3	3
4	4
5-6	5
7-8	6
9-10	6
11 or more	8

C. Increments become effective at the beginning of the teacher's employment.

Advancement shall be effective upon presentation to the Superintendent ~~proof~~ of completion of credits. A teacher beginning employment with less than a BA degree will be placed on the degree schedule upon proof of degree completion.

D. Advancement on the salary schedule beyond the MA level shall be contingent upon the completion of course work related to the teacher's teaching field. Advancement shall be effective upon presentation to the Superintendent proof of degree completion.

E. Professional teaching assignments in addition to the 187 day school year, as defined by the school calendar, shall be compensated at the regular daily salary of the individual teacher assigned at the level of experience in that assignment. The daily salary shall be computed by dividing the contracted salary, as defined by the salary schedule, by 187. The hourly rate shall be established by dividing the daily rate by seven (7). All benefits applicable to the regular employment period shall apply to the additional professional teaching assignment. All professional teaching assignments of 12 months duration shall be compensated at the rate of 1.33% of the appropriate step on the current salary schedule. If agreement has not been reached on a salary schedule, compensation will continue on the basis of the previous contract until such time as the new agreement is ratified. The difference in pay will be retroactive to the beginning of the individual's current contract.

F. In addition to the regular teacher salary as provided in the basic schedule extra duties shall be paid according to the following schedule. If a person is promoted from Assistant to Head Coach one (1) year experience for every two (2) years as assistant will be allowed. Compensations will be based on minimum hours as to the job description as agreed to.

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
Football Head	700	750	800	850	900
Football Assistant	475	525	575	625	675
Football JV	425	475	525	575	625
Football Ass't. JV	300	350	400	450	500
Basketball Head	700	750	800	850	900
Basketball JV	475	525	575	625	675
Basketball Freshman	300	350	400	450	500
Cross Country	300	350	400	450	500
Baseball Head	450	500	550	600	650
Baseball JV	325	375	425	475	525
Track Head	425	475	525	575	625
GAA - 2	425	475	525	575	625
Girls Basketball	300	350	400	450	500
Cheerleading Varsity	300	350	400	450	500
Cheerleading Jr. Hi.	150	175	200	225	250
8th grade Basketball	300	350	400	450	500
7th grade Basketball	250	300	350	400	450
Golf	150	175	200	225	250
Tennis	150	175	200	225	250
play - Dramatics	200	225	250	275	300
Debate & Forensics	250	275	300	325	350
Yearbook	200	225	250	275	300
School Paper	200				
Student Council	150				
Class Sponsor - Senior	200				
Class Sponsor - Junior	175				
Class Sponsor - Soph.	150				
Class Sponsor - Fresh.	125				

Other classes and club sponsorships shall be performed on a voluntary basis, with the approval of the Board at the beginning of the contract period. No compensation will be granted for these duties.

G. Assigned non-professional duties in addition to the foregoing shall be paid at the rate of \$5.50 per hour.

H. An insurance allowance of 2.5% of the teacher's regular salary shall be paid to all teachers. The insurance allowance may be applied to any of the options provided by the Michigan Education Association or Blue Cross-Blue Shield.

I. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period. Premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

J. Upon authorization by the teacher, the Board shall make payroll deductions for additional Michigan Educational Special Services Association options, Blue Cross-Blue Shield, United States savings bonds, St. Clair County Teacher's Credit Union, United Foundation and tax sheltered annuities. The Association will be required to select a single carrier for tax sheltered annuities and notify the Board of their decision October 15, 1968 and the final day for adjustments in payroll deductions will be November 1, 1970.

ARTICLE XXIV

Duration of Agreement

The Agreement shall be effective as of July 1, 1970 and shall continue in effect for one (1) year until the 30th day of June, 1971 except as provided in Article XIX, Section B of this Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
President

By _____
Secretary

EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

Date of Signing: August 20, 1970