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MASTER CONTRACT

An Agreement between the Central Lake Education  
Association and the Central Lake Public School  
District.

- To June 30, 1975

Central Lake Education Assoc.  
Central Lake, Michigan  
49622

Central Lake Public School.

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ARTICLE I  
Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section 11 or Act 379, Public Acts of 1965, for all professional personnel, including personnel on Tenure, probation, classroom teachers, guidance counselors and librarians, but excluding full or part-time supervisory and executive personnel and office and clerical employees, and persons on diem appointments. The term "teachers" when used herein after in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, or within five days of start of school year, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. This assignment shall remain in force for the life of the contract. The sum to be deducted shall remain the same for the life of the contract. It shall be deducted in equal installments from the regular salaries of all Association members and remitted not less than monthly to the Association. The Board shall not be liable for any over-collection of dues.

D. The Board agrees to an Agency Shop according to the provisions as outlined in Appendix #2.

## ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in lawful 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 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its teachers 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 the Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Any extra cost incurred for custodial or other related expense due to the meeting will be paid by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Teachers' bulletin board and mail boxes shall be made available to the Association and its members.

D. The Board agrees to make available to the Association in response to reasonable requests such information as it is entitled by law.

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.

B. The salary schedule is based upon the normal duties of a teacher. For extra work the teacher shall be entitled to appropriate additional compensation as on Schedule B.

C. The professional hourly rate of any teacher shall be \$7.00 per hour. The teacher shall be paid this established hourly rate, in addition to his base salary, for all school scheduled time spent after the regular school day in parent-teacher conferences, supervision of extra-curricular activities of students, (if not on Schedule B), teacher meetings called by the Administration or Board after 4:00 P.M., or any educational or civic function where attendance is not voluntary but required, except that the Administration may call one meeting per month on the first Monday, and one meeting on the third Monday of each month, immediately after the end of the class day.

D. For purposes of this Agreement the number of contract days shall be 182 according to the attached calendar, plus one day of orientation for all Teachers in the system.

E. When a teaching position is not available for a teacher returning from an illness leave of absence, his established contract rate shall apply for any duties offered.

## ARTICLE IV

Teaching Hours

A. Teachers shall check in fifteen minutes before the start of the school day and are free to leave fifteen minutes after students are dismissed as per schedule except Friday P.M. or days preceeding holidays or vacations, when the teachers' day shall end at the close of the pupils' day, except in case of emergency. Teachers shall attempt to be in their assigned classroom five(5) minutes prior to the start of the class period and immediately after lunch.

## ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the secondary school will be twenty-five (25) teaching periods, and five (5) unassigned preparation periods, and five (5) supervised study periods except alternate assignment by mutual consent of the teacher, administration, and Association. In lieu of an assigned study period Teachers can be assigned noon-time supervision of either lunchroom, halls, or play areas. Secondary Teachers involved in Elementary education can be assigned playground supervision, but for not more than a daily period of time equal to one study period. The normal teaching load and unassigned preparation time in the elementary school shall be equivalent to the Secondary School. No departure from these norms except in case of emergency shall be authorized 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 negotiation procedure hereinafter set forth. Full time elementary teachers can be requested to supervise the playground for no more than five (5) recess periods each semester for a period of time not to exceed 30 minutes per session.

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.

C. Teachers who will be affected by changes 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 the superintendent as soon as practicable. Tentative assignments will be posted by June 1. Such changes will be voluntary to the extent possible. Any such decision may be appealed through the established grievance procedure to the level of the board.

D. The Board and Association agree that vacancies to the positions of class sponsorships will be filled in sequential order through the use of the following formula of steps:

Step 1 Volunteers

Step 2 New Teachers

Step 3 Through a lottery established

by a drawing and maintained henceforth whereby each teacher will be assigned a number chronologically. Assignments will be made from the top of the list, and each Teacher having completed an assignment will be placed at the bottom of the list.

No Teacher will be required to accept two consecutive annual terms as a class sponsor. ~~Step three drawing will be conducted by the Principal during Teacher orientation.~~

## ARTICLE VI

Teaching Conditions

## A. Class Size

(1) The Board recognizes that pupil/teacher ratio is an important part of an effective educational program.

(2) The following suggested optimum class sizes will be used in determining room loading. Class loads may be lowered by splitting classes or assigning (after consultation with the teacher) qualified assistants when their size exceeds 20% of the listed number. The total number of pupils per day will not exceed five times the maximum number indicated below in grades 7 through 12.

<u>Class Size</u>	<u>Classes Affected</u>
15	Special classes for handicapped.
25	Industrial arts Homemaking Vocational Shops Elementary Kindergarten Art English Social Studies General Education Mathematics Science Language Business
40	Typing Drafting
35	Music
40	Health Education

Deviations from these guidelines will be discussed with the teachers involved and with the Association in an attempt to reach a cooperative solution. If the problem is not resolved it may be processed through Paragraph C, of the Grievance Procedure.

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 the use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representatives and the association as soon as practicable. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

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

D. The Board shall make available in each school: lounge and lunchroom, lavatory, and smoking facilities exclusively for staff use, and a work area and filing space when needed. Any restrictions on smoking in the lounge area will be made at the discretion of the Association.

E. Existing telephone facilities shall be made available to teachers for their reasonable use.

F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of both parties of this Agreement so long as the same shall not adversely affect the student-teacher relationship.

G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in, or association with the activities of any employee organization.

## ARTICLE VII

Vacancies, Promotions and Transfers

A. Whenever any permanent vacancy in a teaching or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the president and secretary of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of at least ten (10) school days and ten (10) calendar days on summer postings and will not be permanently filled until the expiration thereof.

B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the superintendent's office within ten (10) school days of date of posting. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.

C. The Board reserves the right to deny applications as above specified.

D. Since a promotion would result in placing a teacher in a supervisory position and hence excluded from the terms of the contract, the Board reserves the right to promote on the basis of its own judgments of qualifications and also to hire new employees for any opening or vacancy. Supervisory positions shall be Superintendent, High School Principal and Elementary Principal.

## ARTICLE VIII

Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason who are in the employ of the Board shall be allowed full pay for a total of ten days absence in any school year. Teachers may accumulate unused sick leave from year to year up to a maximum of 120 days. The number of accumulated sick days shall be entered on the check stub of the first pay of January.

B. Any teacher who is absent because of an injury or disease compensated under the Michigan Workman's Compensation Law, shall receive from the Board the difference between the award under Workman's Compensation Law and his regular salary up to the dollar value attached to the accumulated sick leave.

C. After four days of consecutive absence, a physician's statement may be required by the administration.

D. A teacher who has exhausted his cumulative sick leave may be considered for a loan up to thirty days of additional sick leave for his own personal illness only.

E. First year teachers shall accrue sick leave at the rate of one day for each month worked.

F. The Board reserves the right to recoup any sick leave loans by deducting the balance owed from the teacher's salary.

G. Immunization for scarlet fever, measles, mumps, and chicken pox will be provided by the Board.

In the event that a teacher who has taken advantage of this program contracts any of these diseases from classroom exposure, he will receive pay for work days missed without loss of sick leave.

A teacher who refuses or neglects to be immunized will not be compensated other than by the terms of Paragraph A, above.

## ARTICLE IX

Leave of Absence

A. Any teacher whose personal illness requires absenteeism more than the allotted number of days specified in Article VIII, Paragraph A, may, at the Board of Education's discretion, be granted a leave of absence without pay for a period of not more than one (1) year. Upon return from such leave the teacher shall be assigned to a teaching position within his area of certification (if available) by the superintendent. (See Article III, Paragraph E). All leaves shall terminate at the end of the semester or school year. Notification of intent to return shall be given to the superintendent sixty (60) days prior to the scheduled end of such leave.

B. Leave of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) For a critical illness in the immediate family (reference Para. C, 1).
- (2) When emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to the Teacher for such portion of the day as is necessary.
- (4) When travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
- (5) Personal business days limited to two (2) days per year non accumulative and to be deducted from sick leave.
- (6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

C. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for death in the immediate family. The immediate family would be defined as father, mother, sister, brother, children, husband, or wife. (Exceptions would be considered.)

- (2) For Court appearance as a witness on behalf of the Board of Education.
- (3) For court appearance with prior approval of the Administration when subpoenaed on any other case.
- (4) Approved visitation at other schools or for attending educational conferences or conventions.
- (5) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay shall be considered upon application for the following purposes:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research, or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period may be allowed.

E. Maternity Leave Policy:

- (1) Maternity leave granted under this Article shall be without pay and may be granted up to a maximum of one (1) year renewable in the discretion of the Board.
- (2) A. Within the first four (4) months of pregnancy the teacher will furnish the Administration with a doctor's certificate stating:
  - Probable date of delivery.
  - Any physical limitations affecting ability to work.
- B. A teacher may request a maternity leave by the beginning of the seventh month of pregnancy.
- C. A doctor's statement of permission is required at the start of each month a teacher desires to work beyond the sixth month.
- D. The Administration may request an exam by a physician of its choice when there is a question of the teacher's ability to work.

- (3) Upon the granting of said leave by the Board of Education, the teacher shall be entitled to return to the school system upon the expiration of said leave upon filing with the superintendent a written statement by a physician of her proper health and providing a vacancy for which she is qualified exists and said vacancy is not filled by a teacher with tenure status.
- (4) A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education provided that she shall give at least sixty (60) calendar days notice in advance of the requested date of return. Exceptions to notice as required in the preceding sentence may be made by the Board in cases of still birth or miscarriage. The Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
- (5) Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed resignation.

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

G. Military leave of absence shall be granted to any teacher inducted into the military service of the United States in accordance with Act 145 of 1943, as amended.

H. The Board shall consider a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

I. A teacher called for jury duty shall be excused with full pay less any fees paid by the court.

## ARTICLE X

Teacher Evaluation

A. Each teacher shall be evaluated by the administration at least once a year before April 1st. All probationary teachers will be evaluated at least once each semester and at least once prior to the end of the first six weeks of the first semester. The evaluation shall consist of a conference and a written statement which shall be signed by both parties and both parties will have a copy. On the first day of school each teacher will receive a copy of criteria by which he will be evaluated, and a copy will be attached to the Master Contract. This criteria will be the same as approved during 1970-71 term. Teachers who feel that their evaluation is inaccurate, incomplete or unjust will have the right to rebuttal in the form of a note to be permanently affixed to their records and maintained with their personnel file.

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, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

C. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may be requested to accompany the teacher in such review. Any confidential items removed from the file shall not be used as a basis for any future disciplinary action.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present as a witness.

## ARTICLE XI

Teacher Protection

A. Any action including an assault upon a teacher should be promptly reported by the teacher to the Board or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the principal in the event of doubt of the disciplinary action to be meted out. The Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.

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 teachers of responsibilities with respect to such pupils.

B. The Board in conjunction with the Association, shall promulgate rules and regulations setting forth procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents no later than the first week of each school year. In the absence of a published school policy teachers shall be free to employ reasonable punishment.

C. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the Board has determined that the teacher has acted within the scope of his (her) authority.

D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel and render all necessary assistance to the teacher in his defense, provided that the Board has determined that the teacher has acted within the scope of his (her) authority.

E. Time lost by a teacher in making a court appearance in connection with any incident mentioned in this Article shall not be charged against the teacher provided that the Board has determined that the teacher has acted within the scope of his (her) authority.

F. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, in connection with any incident mentioned in this Article provided that the Board has determined that the teacher has acted within the scope of his (her) authority.

G. Any complaints by a parent of a student directed toward a teacher that would become part of the teacher's personnel file shall be promptly called to the teacher's attention.

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

## ARTICLE XII

Staff Reduction ProcedureA. Seniority

1. Is based on length of continuous service with the Central Lake School District. Leaves of Absence granted pursuant to this contract shall not constitute an interruption of continuous service.

2. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K - 6 and by subject matter taught in grades 7 - 12.

B. Procedure

1. In the event that a reduction of personnel shall become necessary, the Board shall reduce staff on the basis of seniority as defined above.

2. It is within the sole discretion of the Board of Education to reduce the educational program and curriculum.

3. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than 72 hours after the termination of the meeting during which the list was reviewed.

4. Seniority teachers shall be recalled, in inverse order of layoff, to the first vacancy in the school district for which he is certified and qualified.

## ARTICLE XIII

Negotiation Procedures

A. All items within this contract shall remain unchanged during the term of this Agreement unless both parties shall by mutual consent agree to reopen discussions. Amendments to this Agreement are open to discussion only by mutual consent of both parties. If an agreement is made to reopen discussions the parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Contract negotiations will begin on or about April 1, 1975.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE XIV

Professional Grievance Procedure

A. A grievance shall be an alledged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. Any matter involving results of teacher evaluation as defined in Article X, Paragraph A.
3. The termination of services or failure to employ any teacher to the position on the extra curricular schedule.
4. Any matter within this agreement which is limited to a specific paragraph of the grievance procedure or to a specific remedy as otherwise provided.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

A teacher of the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within 10 working days on the grievance report form as appended. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five working days of receipt of the grievance the designated representative of the Board shall meet with the teacher and/or the Association in an effort to resolve the grievance. Affected teacher may or may not be present at such meeting at his discretion. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five working days thereafter to approve or disapprove it. If the grievance shall be denied by

Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 working days after its submission to the Board.

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.

E. If the decision after mediation is not satisfactory to the Association, the grievance may within 10 working days, be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the Michigan State Mediation Board, in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on 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.

F. The cost of arbitrator shall be born equally by the parties except that each party shall assume its own cost for representation including any witnesses.

## Grievance Report

## GRIEVANCE REPORT FORM

Grievance # _____	School District _____	Distribution of Form
=====	=====	1. Supt.
=====	=====	2. Principal
=====	=====	3. Association
	GRIEVANCE REPORT	4. Teacher

Building _____	Assignment _____	Name of Grievant _____	Date Filed _____
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## STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

Signature, CLEA \_\_\_\_\_ 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 \_\_\_\_\_

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

## ARTICLE XV

Miscellaneous Provisions

A. 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 unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

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

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

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

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

F. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.

G. All School monies will be collected by the office or school bookstore.

H. On a day in which children are not required to be in attendance due to inclement weather, teachers shall be notified as promptly as possible, and are not required to report at school on such days.

I. The Association and the Administration of the school shall cooperate in establishing a calendar for the ensuing year. In-so-far as possible efforts shall be made to avoid conflicts between the academic program and co-curricular, extra-curricular activities.

J. Teacher aides as mentioned in this contract shall mean adult personnel hired to assist the professional staff in routine assignments. Teacher aides shall not be construed to mean high school pupils. The provisions of this clause do not infer that members of the Future Teachers Association or S.T.A. class members cannot be allowed in the classrooms to assist in gaining meaningful experience under a qualified teacher. A high school pupil may be hired if necessary to do routine teachers aide duties, if agreeable to the teacher involved.

K. Each teacher shall maintain with the office of the Superintendent of Schools the current correct address and phone number which may be used to contact him (or her) in emergency matters while they are in the employ of the school district.

## ARTICLE XVI

Board of Education Rights

The Association recognizes that the Board has the 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. The exercise of such rights and responsibilities shall be limited only by the specific and expressed terms of this Agreement.

## ARTICLE XVII

## COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## APPENDIX I

Salary Schedule A

STEP	B.A.	M.A.	M.A. (F)
1	8,250	8,750	9,050
2	8,658	9,225	9,525
3	9,066	9,700	10,000
4	9,474	10,175	10,475
5	9,882	10,650	10,950
6	10,290	11,125	11,425
7	10,698	11,600	11,900
8	11,106	12,075	12,375
9	11,514	12,550	12,850
10	11,922	13,025	13,325

## NOTE 1:

The Board shall provide, without cost to the teacher, complete health care protection (Super Med II), for a full twelve month period for the employee's entire family through MESSA.

Employees not wishing health care protection may apply the equivalent of an individual employee's Super Med II premium (\$22.90) in the following fashion. (\$20.41) per month for full family Dental care as provided through MEA/ Dental Care Incorporated. The balance of the subsidy (\$2.49) may, at the teacher's request, be applied to the Variable Option Package available through MESSA.

## NOTE 2:

Credit for experience outside this school district system (as a certified teacher) shall be evaluated by the Board and credit may be allowed for up to five (5) years of experience, whenever the prior service of the teacher is deemed satisfactory. No credit shall be given for a fractional part of a year.

## NOTE 3:

Following completion of required academic or professional courses, advancement on salary schedule will occur on the effective date of pay schedule at the beginning of the school

year or on February 1, for courses completed during first semester.

NOTE 4:

From the 1967-68 school year forward, all teachers shall be required to earn six (6) semester hours in a five year period to advance on the salary schedule.

## SCHEDULE B

1. The professional hourly rate for all teachers shall be \$7.00 as specified in Article III, Section C, unless excepted here. These sums shall be added to the basic contractual salary:

Position or Duty	% of Step 1 (\$8,250)
Athletic Director .....	5
Varsity Football .....	10
Assistant Football .....	7
J.V. Football .....	7
Varsity Basketball .....	10
J. V. Basketball .....	7
J. H. Basketball .....	5
Girls' Basketball .....	7
Girls' Track .....	5
Track .....	5
Baseball .....	5
Play Director .....	2% / play - limit 2
Annual Supervisor .....	3
(if not part of regular teaching day)	
Band Director .....	10
Science Fair .....	4
Safety Patrol .....	1
CLASS SPONSORS:	
7th .....	½
8th .....	1
9th .....	1½
10th .....	2
11th .....	2½
12th .....	3
Student Council .....	3
Forensics .....	2
Art Fair .....	2
Vocal Music Comm. Activities .....	2

Sixth class in lieu of Study Hall - 2½% of the teacher's contract rate. The summer Driver Training Instructor shall be paid \$30.00 per student. Where positions are divided between two or more teachers the sum shall be divided equally.

2. Teachers shall be paid at the rate of \$15.00 per semester hour for courses completed beyond the Michigan Permanent Certificate provided that no less than a "C" is obtained in each course. One-half tuition shall be paid on completion of course. Courses outside major field must be approved by the administration.
3. The Association shall work out a dues check-off form with the school office which will be agreeable to both parties.

## APPENDIX II

A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Central Lake Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article #1. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in Article #1, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

Those teachers who were employed by the Central Lake School District and were not members of the United Teaching Profession (Local, MEA, NEA) during the school year 1973-74 are held to be exempt for the purpose of this provision. If, however, said teacher(s) elect to become active member(s) of the United Profession, then they shall forego the exempt status.

B. The procedure in all cases of discharge for violation of this article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the ~~recipient~~<sup>recipient</sup> that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.

4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

E. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

## CALENDAR 1974-75

Sept. 3	Teacher Orientation
Sept. 4	1st Day of School
Sept. 18	Curriculum ½ day - Students out at 11:40 a.m.
Oct. 16	Curriculum ½ day - Students out at 11:40 a.m.
Oct. 18	1st Marking Period Ends
Nov. 5 & 6	Parent Teacher Conferences (Elementary-5) ½ days
Nov. 13	Curriculum ½ day - Students out at 11:40 a.m.
Nov. 15	No School - Opening Day Deer Season
Nov. 27	2nd Marking Period Ends
Nov. 28 & 29	Thanksgiving Vacation
Dec. 11	Curriculum ½ day - Students out at 11:40 a.m.
Dec. 21 -	Christmas Vacation
Jan. 1 (Inc)	
Jan. 24	3rd Marking Period Ends / 1st Semester Ends
Jan. 27	2nd Semester Begins
Feb. 12	Curriculum ½ day - Students out at 11:40 a.m.
March 7	4th Marking Period Ends
March 12	Curriculum ½ day - Students out at 11:40 a.m.
March 28 -	
April 6 (Inc)	Spring Vacation
April 16	Curriculum ½ day - Students out at 11:40 a.m.
April 25	5th Marking Period Ends
May 14	Curriculum ½ day - Students out at 11:40 a.m.
May 26	No School Memorial Day Vacation
June 8	Baccalaureate 8 p.m. High School
June 10	Last Day of School 3:30 p.m. Dismissal
June 12	Graduation 8 p.m. High School

## Number of Days

First Semester		Curriculum ½ Days (out at 11:40 a.m.)	
Sept. 19	33	1st Marking Period	Sept. 18
Oct. 14			Oct. 16
Oct. 9			Nov. 13
Nov. 18	27	2nd Marking Period	Dec. 11
Dec. 15			Feb. 12
Jan. 17	32	3rd Marking Period	Mar. 12
92			Apr. 16
			May 14
Second Semester			
Jan. 5	30	4th Marking Period	
Feb. 20			
Mar. 5			
Mar. 14	29	5th Marking Period	
Apr. 15			
Apr. 3	31	6th Marking Period	
May 21			
June 7			
90			

# TEACHER EVALUATION REPORT

30

Teacher \_\_\_\_\_  
LAST NAME FIRST INITIAL

Class \_\_\_\_\_

School \_\_\_\_\_

Date and Time of Visit \_\_\_\_\_

## A. GENERAL ROUTINE

1. Physical condition of the room - - - - - ☐
2. Neatness - - - - - ☐
3. Classroom efficiency - - - - - ☐
4. Pupil control and discipline - - - - - ☐
5. \_\_\_\_\_ ☐

## B. LESSON PREPARATION

1. Mastery of subject matters - - - - - ☐
2. Organization of materials - - - - - ☐
3. Consistency of preparation - - - - - ☐
4. \_\_\_\_\_ ☐

## C. TEACHING PROCEDURE

1. Skill in teaching procedure - - - - - ☐
2. Ability to create and utilize learning situations - - - - - ☐
3. Holding pupil attention - - - - - ☐
4. Skill in questioning - - - - - ☐
5. Clarity and effectiveness of illustrative material - - - - - ☐
6. Effectiveness of introductions, summaries, and reviews - - - - - ☐
7. Balance of teacher-pupil participation - - - - - ☐
8. Skill in directed study - - - - - ☐
9. Skill in making and giving tests - - - - - ☐
10. \_\_\_\_\_ ☐
11. \_\_\_\_\_ ☐
12. \_\_\_\_\_ ☐
13. \_\_\_\_\_ ☐

## D. PERSONAL ATTITUDES

1. Personal appearance - - - - - ☐
2. Classroom personality - - - - - ☐
3. Physical fitness and vigor - - - - - ☐
4. Voice - - - - - ☐
5. English usage - - - - - ☐
6. Sense of humor - - - - - ☐
7. Poise and self-control - - - - - ☐
8. Sympathetic understanding - - - - - ☐
9. \_\_\_\_\_ ☐
10. \_\_\_\_\_ ☐

## E. PROFESSIONAL ATTITUDES

1. Enthusiasm for teaching - - - - - ☐
2. Loyalty and cooperation - - - - - ☐
3. Dependability - - - - - ☐
4. Maturity and judgment - - - - - ☐
5. Enthusiasm and forcefulness - - - - - ☐
6. Originality and initiative - - - - - ☐
7. Tactfulness and courtesy - - - - - ☐
8. Harmony with moral, social and professional standards - - - - - ☐
9. Persistency of efforts - - - - - ☐
10. Respect and admiration from pupils - - - - - ☐
11. Acceptance by other teachers - - - - - ☐
12. Harmony with other staff members - - - - - ☐
13. Handling routine work and reports - - - - - ☐
14. \_\_\_\_\_ ☐
15. \_\_\_\_\_ ☐

SUGGESTED CODE: S Satisfactory N Not Observed U Unsatisfactory  
~~A Outstanding, B Above Average, C Average, D Below Average, E Unsatisfactory~~

COMMENTS BY THE EVALUATOR (Refer to code number, such as D-4, when applicable)

SIGNATURE OF TEACHER RECEIVING COPY OF REPORT

SIGNATURE OF PERSON MAKING EVALUATION

## ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of September 3, 1974 and shall continue in effect until the 30th day of June, 1975. 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 Herbert L. Carpenter

By Secretary Barbara K. Skinner

## EDUCATION ASSOCIATION

By President Robert Wilfong

By Secretary Ruth A. Groll