

August 15, 1976

1975-76



MASTER
AGREEMENT

BETWEEN

Jackson County Education Assoc.
710 Wildwood Ave.
Jackson, Mich.
49201

JACKSON COUNTY
EDUCATION
ASSOCIATION

MEA - NEA

AND

GRASS LAKE
COMMUNITY
SCHOOLS

Jackson County, Michigan

Grass Lake Community Schools

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1. NEGOTIATED AGREEMENT
2. between
3. JACKSON COUNTY EDUCATION ASSOCIATION
4. and its affiliate,
5. GRASS LAKE EDUCATION ASSOCIATION
6. and the
7. BOARD OF EDUCATION
8. of the
9. GRASS LAKE COMMUNITY SCHOOLS

10. This Agreement is entered into this 16th day of August, 1975, by and between
11. the Board of Education of the Grass Lake Community Schools, hereafter called
12. "the Board," and the Jackson County Education Association and its affiliate,
13. the Grass Lake Education Association, hereafter called "the Association."

14. ARTICLE I: RECOGNITION

15. A. The Board hereby recognizes the Jackson County Education Association as
16. the sole and exclusive bargaining representative as defined in Section 2
17. of Act 379 of the Michigan Public Acts of 1965, for all professional em-
18. ployees employed by the Grass Lake Community Schools, excluding the Super-
19. intendent, the Assistant Superintendent, Principals, Assistant Principals,
20. Business Manager, and per diem employees and all other supervisory employ-
21. ees. Also excluded are hourly rated personnel hired as classroom aides,
22. teachers employed to teach adult enrichment and community education classes,
23. and driver education instructors not regularly employed as teachers during
24. the regular school year.
25. B. The Board agrees not to negotiate with any other organization other than
26. that designated as a representative pursuant to Act 379, Public Acts of
27. 1965, for the duration of this Agreement.
28. C. The term "Association" when used in this Agreement shall refer to the
29. Jackson County Education Association and its affiliate, the Grass Lake
30. Education Association.
31. D. The term "Teacher" when used in this Agreement shall refer to all profess-
32. ional employees represented by the Association in the bargaining unit and
33. reference to male teachers shall include female teachers.
34. E. The term "Board" shall include its officers, members, or designated agents.
35. F. The term "Administration" shall include the Superintendent, Principals and
36. other administrative personnel designated by the Board.
37. G. The term "District" hereafter refers to the Grass Lake Community School
38. District.

1. ARTICLE II: ASSOCIATION RIGHTS

2. A. The Association shall abide by Act 379, Michigan Public Acts of 1965 and
3. abide by applicable laws and statutes pertaining to teacher rights and
4. responsibilities. The Association shall abide by Board Policies and pro-
5. cedures not inconsistent with the terms of this Agreement.
6. Nothing contained herein will be construed as a waiver of any rights the
7. Association or its members may have under Act 379 of Michigan Public Acts
8. of 1965, or which are otherwise provided by law.
9. B. The Association and its members shall have the right to use school build-
10. ing facilities at reasonable hours for meetings provided, meetings are
11. conducted at a time and place that does not interfere with any school
12. activities including extra curricular activities as agreed upon by the
13. Building Principal and are in accordance with written School Board policy.
14. The Association shall have the right to use school equipment at school
15. facilities when such equipment is not otherwise in use. The Association
16. shall pay for the cost of all materials and supplies incident to such use
17. and shall be responsible for proper operation of this equipment.
18. C. Duly authorized representatives of the Association shall be permitted to
19. transact official Association business on school property before and after
20. school and during lunch periods as herein defined, provided that this shall
21. not interfere with or interrupt normal school operation.
22. D. A bulletin board in teachers' lounges and teachers' mailboxes shall be made
23. available to the Association and its members. All materials placed on these
24. bulletin boards or in the school mail system by the Association are to re-
25. late to official business of the Association and be approved by the local
26. president of the Association.
27. E. The Board agrees to make available to the Association in response to rea-
28. sonable requests from time to time information regarding the financial re-
29. sources of the district.
30. F. The Board agrees to make available to the President of the local Association,
31. on the afternoon of regularly scheduled Board meetings, a copy of the Board
32. Agenda. Minutes approved by the Board shall be made available to the local
33. president after their approval.
34. G. In the event an employee of the Board is elected President of the Jackson
35. County Education Association, said employee shall be granted a leave with-
36. out pay, upon request of said employee. Said leave shall be for all or
37. that portion of the working day as requested by said employee, providing
38. that said leave shall be on a daily, rather than a weekly basis. Return
39. from leave shall be as in accordance with other unpaid leave as per Article
40. IX, Section B. Upon return from said leave, the employee shall be placed
41. at the same position on the salary schedule as he would have been had he
42. taught full-time in the district during such period.
43. H. If at the request of the Board, a teacher is engaged during the school
44. day in negotiating in behalf of the Association with any representative
45. of the Board, he shall be released from regular duties without loss of
46. salary or other compensation.

1. ARTICLE III: TEACHERS' RIGHTS

2. A. Pursuant to Michigan Public Employees Relations Act, the Board hereby a-
 3. grees that teachers employed by the District shall have every right to
 4. freely organize and support the Association for the purpose of engaging
 5. in collective bargaining or negotiations and other concerted activities
 6. for mutual aid and protection. As a duly elected body exercising govern-
 7. mental power under color of law of the State of Michigan, the Board under-
 8. takes and agrees that it will not directly or indirectly discourage or de-
 9. prive or coerce any teacher in the enjoyment of any rights conferred by the
 10. Act or the laws of Michigan and the Constitution of Michigan and the United
 11. States; that it will not discriminate against any teacher with respect to
 12. hours, wages, or any terms or conditions of employment by reason of his
 13. membership in the Association, his participation in any legal activities of
 14. the Association, or collective professional negotiations with the Board, or
 15. his institution of any grievance, complaint or proceeding under the Agree-
 16. ment.
17. B. The provision of this Agreement shall be applied without respect to race,
 18. creed, religion, color, national origin, age, sex, or marital status.
 19. Membership in the Association shall not be denied to any teacher because
 20. of race, creed, sex, marital status or national origin.
21. C. The teachers shall be entitled to full rights of citizenship and not relig-
 22. ious or political activities of any teacher outside of school hours or the
 23. lack thereof shall be grounds for any discipline or discrimination with
 24. respect to the professional employment of such teacher. The private and per-
 25. sonal life of any teacher is not within the appropriate concern or attention
 26. of the Board provided that it does not detract from his effectiveness as a
 27. teacher.
28. D. Each teacher shall be responsible for maintaining his proper teaching cer-
 29. tificate. Failure to maintain such will result in immediate loss of posi-
 30. tion.
31. E. Teachers are expected to conform to Board and Administrative policies, rules,
 32. regulations, and procedures, and the Board shall communicate these, either
 33. in writing or verbally, to all teachers.
34. F. No teacher shall be disciplined or reprimanded for violation of any policy,
 35. rule, regulation or procedure that he was not informed of as in accordance
 36. with Article III-E.

37. ARTICLE IV: BOARD'S RIGHTS

38. A. The Board, on its own behalf and on behalf of the electors of the district,
 39. hereby retains and reserves unto itself, without limitation, all powers,
 40. rights, authority, duties and responsibilities conferred upon and vested in
 41. it by the laws and the Constitution of the State of Michigan, and of the
 42. United States, including, but without limiting the generality of the fore-
 43. going, the right:
44. 1. To the executive management and administrative control of the school
 45. system and its properties and facilities, and the activities of its
 46. employees while performing assigned duties:

1. 2. To hire all employees and subject to the provisions of law, to
2. determine their qualifications and the conditions for their
3. continued employment, or their dismissal or demotion; and to
4. promote, and transfer all such employees;

5. 3. To establish classes and courses of instruction, including
6. special programs, and to provide for athletic, recreational
7. and social events for students, all as deemed necessary or
8. advisable by the Board;

9. 4. To make the final decision on the means and methods of in-
10. struction, the selection of textbooks and other teaching ma-
11. terials, and the use of teaching aids of every kind and nature;

12. 5. To determine class schedules, the hours of instruction, and the
13. duties, responsibilities, and assignments of teachers and other
14. employees with respect thereto, and with respect to administra-
15. tive and non-teaching activities, and the terms and conditions
16. of employment.

17. B. The exercise of the foregoing powers, rights, authority, duties and
18. responsibilities by the Board, the adoption of policies, rules, reg-
19. ulations and practices in furtherance therewith shall be limited only
20. by the specific and express terms of this Agreement and then only to
21. the extent such specific and express terms hereof are in conformance
22. with the Constitution and laws of the State of Michigan, and the Con-
23. stitution and laws of the United States.

24. ARTICLE V: DUES, FEES, AND PAYROLL DEDUCTIONS

25. A. Dues

26. 1. It is recognized that the proper negotiation and administration
27. of professional negotiations agreements entail expenses which are
28. appropriately shared by all teachers who are beneficiaries of such
29. agreements.

30. 2. The Association may, on or before the second Friday of the school
31. year, deliver to the Superintendent's Office in writing the names
32. of all teachers from whom the current rate of Association dues
33. shall be deducted, as well as the amount of said deduction. Such
34. authorization shall remain in effect year after year unless revoked
35. in writing.

36. 3. Deductions will be made in ten (10) equal installments beginning
37. with the second payroll and alternating through the twentieth (20th)
38. payroll.

39. B. Fees

40. 1. In the event a teacher shall not join the Association, such teacher
41. shall, as a condition of continued employment by the Board, execute
42. an authorization for the deduction of a sum equivalent to the dues
43. and assessments of the Association which sum shall be forwarded to
44. the Association.

45. 2. In the event that such an authorization is not signed for a period

1. of thirty (30) days following the commencement of employment of
2. the teacher, the services of such teacher shall be discontinued
3. as of the end of the semester.

4. 3. The Association will deliver to the Board in writing the name(s)
5. of the teacher(s) who are not members of the Association or those
6. who have not signed such an authorization. Such teacher(s) shall
7. be notified immediately upon the expiration of the thirty (30) day
8. period theretofore mentioned of such termination of his services
9. at the end of the current semester.

10. 4. If the teacher(s) receiving termination notice shall pursue any
11. legal remedies contesting the discharge under this provision be-
12. fore the Michigan Tenure Commission or a court of competent ju-
13. risdiction, such teacher's employment shall not be terminated
14. until such time as such teacher(s) have either obtained a final
15. decision as to the validity of legality of said discharge, or
16. said teacher(s) have ceased to pursue the legal remedies avail-
17. able to them by not making a timely appeal of any decision ren-
18. dered in said matter by the Michigan Tenure Commission or a court
19. of competent jurisdiction.

20. 5. In any case in which a teacher(s) contests a discharge under the
21. provisions of the above paragraph and it is necessary for the
22. Board to defend its position and to engage legal counsel and to
23. incur other expense in so doing, the Association agrees to pay
24. the expenses so incurred by the Board.

25. C. Deductions

26. 1. Upon appropriate written authorization from the teacher, the
27. Board shall deduct from the salary of any teacher and make
28. appropriate remittance for annuities, credit union, saving
29. bonds, United Fund, or any other plans or programs jointly
30. approved by the Association and the Board as per Form Appendix
31. F.

32. a. Professional dues or service charge.
33. b. Insurance - Any MEA Option or Blue Cross
34. c. Credit Union
35. d. Tax-deferred Annuities (Metropolitan or Northwestern)
36. e. U.S. Government Bonds
37. f. City Income Tax
38. g. MEA Auto Insurance

39. ARTICLE VI: WORKING CONDITIONS

40. A. Hours

41. 1. Teachers are to be in their respective buildings fifteen (15)
42. minutes before the student day begins and remain twenty (20)
43. minutes after normal student dismissal at George Long, twenty-
44. five (25) minutes after normal student dismissal at Michigan
45. Avenue, and fifteen (15) minutes after normal student dismissal
46. at the High School. The Board shall establish the student atten-
47. dance hours during summer recess for the ensuing school year and
48. agrees that said hours shall not be changed during the year with-

1. out mutual agreement of both parties. The Board shall not
2. lengthen the student or teacher day without the mutual agree-
3. ment of both parties.

4. 2. Teachers are required to remain for a reasonable length of
5. time after the above dismissal time to attend to those matters
6. which require attention at that time, including consultation
7. with parents when scheduled with the teachers.

8. 3. In emergency situations teachers may be required to be on duty
9. until dismissed by the administration.

10. 4. Each elementary teacher shall be guaranteed a daily fifty (50)
11. minute preparation period (forty-five (45) minutes for kinder-
12. garten teachers) to be scheduled within the students' school
13. day by the building administrator.

14. 5. Elementary teachers are expected to schedule class time to take
15. care of students' physical needs. Teachers may, if they desire
16. and where it does not interfere with scheduled language arts and
17. math blocks, schedule common physical activity periods during
18. which only one (1) teacher shall be required to supervise every
19. three (3) classes.

20. 6. In no case shall an elementary teachers' total preparation time
21. (fifty minutes daily) plus released time due to scheduling common
22. physical activity periods exceed five (5) hours and fifteen (15)
23. minutes per week.

24. 7. The normal weekly teaching load at the secondary schools shall
25. not exceed twenty-five (25) teaching periods and five (5) un-
26. assigned preparation periods per week.

27. 8. Assignment to a supervised study period shall be considered a
28. teaching period for purpose of this Article.

29. 9. It is agreed for the purposes of this Agreement that the terms
30. "preparation time" and "preparation period" shall be defined as
31. time that is set aside to be used by teachers to work on school
32. related activities of their own choosing.

33. 10. All teachers shall be entitled to a thirty (30) minute duty-free
34. uninterrupted lunch period. Teachers are free to leave their
35. respective buildings during the designated lunch period.

36. 11. The parties hereby endorse the concept of Professional Courtesy.
37. Professional Courtesy shall be defined as duties performed by a
38. teacher during released or non-instructional time for another
39. teacher who is predisposed by circumstances either by or beyond
40. his control. In any case, Professional Courtesy shall be extended
41. only with the consent of both the teacher extending the courtesy
42. and the teacher receiving the courtesy. It shall be the respon-
43. sibility of the teachers to notify the building principal of the
44. change.

45. 12. The parties agree that staff meetings are a necessary part of the

1. efficient operation of the school district. Therefore, to allow
2. teachers adequate time to plan and perform professional and per-
3. sonal responsibilities without undue conflict, it is agreed that
4. teachers shall be notified forty-eight (48) hours in advance of
5. a meeting called by the Administration.

6. 13. Attendance (C.A. 10) shall be kept by the elementary teacher on
7. a daily basis. Each teacher shall turn his book in to the office
8. at the end of the reporting period with the necessary completion
9. and audit of attendance.

10. 14. Elementary and secondary teachers are required to contact parents
11. where excessive absenteeism prevails and to notify the office of
12. infectuous diseases when this is known.

13. 15. The following provisions shall apply to all situations requiring
14. teaching (substituting) during a teacher's preparation period.
15.
 - a. Secondary teachers may, when circumstances and the best judge-
 16. ment of the building administrator warrant, be asked to teach
 17. (substitute) during a preparation period. In all such in-
 18. stances, the administrator shall request volunteers and accept
 19. volunteers before using step b.

 - b. If there are no volunteers, the administrator may assign
 20. teachers, on a rotational basis, to teach (substitute) during
 21. their preparation period.

 - c. In no case shall a teacher who has been credited with three
 22. (3) such assignments, either voluntary or involuntary, be re-
 23. quired to teach (substitute) during his preparation period.

 - d. A teacher who teaches (substitutes) during his preparation
 24. period shall be compensated according to any one of the follow-
 25. ing methods as determined by said teacher.
 - (1.) Six (6) dollars and fifty (50) cents per each preparation
 26. period lost due to teaching (substituting) during said
 27. preparation period.

 - (2.) For each preparation period lost due to teaching (sub-
 28. stituting) during a teacher's preparation period, said
 29. teacher shall be allowed to absent himself from the
 30. teacher workday (one of the workdays without students)
 31. for one and a half (1½) hours. Said teacher shall notify
 32. his building administrator twenty-four (24) hours in ad-
 33. vance of such absence.

34. 16. Teachers such as librarians and counselors shall not be scheduled
35. with a conference period since they have control over their personal
36. schedule and are expected to take care of personal needs and profess-
37. ional responsibilities when it is convenient for them.

38. B. Class Size

39. Because the pupil-teacher ratio is an important aspect of an effective
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1. educational program, the parties agree the following ratios are
2. desirable:
3. 1. Early elementary (K-3): twenty-five (25) pupils or less
4. 2. Late elementary (4-6): thirty (30) pupils or less
5. 3. Junior High (7-8): thirty (30) pupils or less
6. 4. Senior High (9-12): academic class load of thirty (30)
pupils or less
7. The foregoing need not apply to study halls or non-academic
8. classes (physical education, music, etc.).
9. C. Qualifications and Assignments
10. 1. No new teacher shall be employed by the Board for a regular
11. teaching assignment who does not have a bachelor's degree and
12. appropriate certification.
13. 2. Teachers shall not be assigned outside the scope of their teach-
14. ing certificates and their major or minor fields of study, except
15. temporarily and for good cause. The Association shall be so not-
16. ified in each instance and shall be provided with a written state-
17. ment of reasons for such assignment. Temporary shall be defined
18. for purposes of this Article as not to extend beyond the current
19. school year.
20. 3. Teachers who will be affected by a change in grade assignments in
21. the elementary school grades and by changes in subject assignments
22. in the secondary school grades will be notified and consulted by
23. the building principal prior to the close of school in June. Later
24. changes, necessitated by emergency, will be reduced to writing and
25. forwarded to the affected teachers prior to the finalization of the
26. change.
27. 4. Any assignments in addition to the normal teaching schedule during
28. the regular school year shall not be obligatory but shall be with
29. the consent of the teacher. Preference in making such assignments
30. shall be given to senior teachers regularly employed in the district.
31. The Board reserves the right to assign no more than one (1) extra
32. duty per teacher of the extra duties listed in Appendix B for proper
33. compensation when circumstances make it impossible to fill those
34. assignments from the present teaching staff. Only if there are no
35. teacher volunteers for those assignments shall the Board assign said
36. extra duty positions.
37. 5. Supervision by a teacher of a student teacher shall be voluntary and
38. no teacher shall supervise more than one (1) student teacher simul-
39. taneously. Only a tenure teacher who has taught in his subject area
40. (s) for two (2) or more years will supervise a student teacher. No
41. student teacher shall be used as a substitute for any teacher other
42. than his critic teacher.
43. 6. As the educational and professional benefits may be advantageous to
44. the district, administrators and building staff are encouraged to

1. communicate with each other concerning staff input into the inter-
2. viewing process and hiring of new staff and administrators.

3. D. Supplies, Materials, and Facilities

4. 1. The Board recognizes that appropriate text, library reference
5. facilities, maps and globes, laboratory equipment, audio-visual
6. equipment, art supplies, athletic equipment, current periodicals,
7. standard tests and questionnaires and similar materials are the tools
8. of the teaching profession. Recognizing this fact, all teachers
9. shall submit a request for teaching materials, equipment or supplies
10. to be used during the school year, on or before March 1. Such re-
11. quests for materials shall be on forms provided by the administration
12. and teachers shall be required to put in priority their requests. At
13. least two (2) weeks prior to the beginning of school, each building
14. administrator shall notify each teacher by mail as to the disposition
15. (materials ordered and/or rejected) of his request for materials.
16. Purchases shall be at the Board's discretion.

17. 2. Each teacher will be provided a key to his respective classroom. If
18. a teacher is assigned more than one (1) classroom, he shall receive
19. a key for the room where the major portion of his teaching time is
20. spent.

21. ARTICLE VII: CALENDAR

22. A. The school calendar for the 1975-76 school year shall be as set forth in
23. Appendix E.

24. B. Prior to the adoption of the calendar by the Board for the ensuing school
25. year, the Superintendent, the Association Chief Negotiator, and the chair-
26. man of the GLEA Negotiations Committee shall meet to develop a mutually
27. acceptable calendar. Such meeting shall occur prior to May 1st.

28. C. If the school year does not begin as designated according to the calendar
29. as set forth in Appendix E, or if students are not in attendance on re-
30. gularly scheduled school days during the designated school year, all such
31. student attendance school days and teacher work days except for attendance
32. days lost resulting from an act of God, shall be made up through an exten-
33. sion or alteration of the school calendar as mutually agreed upon by both
34. parties.

35. D. When school is officially called off, teachers shall not be required to
36. report for work.

37. ARTICLE VIII: VACANCIES, PROMOTIONS AND TRANSFERS

38. A. The Board recognizes that it is desirable in making assignments to consider
39. the interests and aspirations of its teachers. Requests by a teacher to
40. change his teaching assignment shall be made in writing, one (1) copy of
41. which shall be filed with the Superintendent and one (1) copy shall be
42. filed with the Association. The Application shall be made annually prior
43. to April 1.

44. B. When a vacancy in any professional or extra-curricular position occurs,
45. the Board shall give written notice of such vacancy to the Association.

1. The Association shall be provided with sufficient copies to post in
 2. each school building. A vacancy will not be filled, except in case
 3. of emergency on a temporary basis, for fourteen (14) school days after
 4. such notice has been given except between the closing and opening dates
 5. of the school year the notice shall be fourteen (14) calendar days.
 6. Should a vacancy exist or occur during the thirty (30) days prior to
 7. the opening of school such posting, may be waived to expedite the hiring
 8. of a replacement.
9. C. Whenever vacancies occur during the summer months the following procedure shall be followed:
- 10.
 11. 1. Teachers with particular interests in possible vacancies will notify the Superintendent's Office of their interest in writing,
 12. during the last regular week of school. Should a vacancy occur,
 13. the Superintendent's Office will make every reasonable effort to
 14. notify those teachers of the vacancy. The teachers so notified
 15. shall have the responsibility of contacting the Superintendent's
 16. Office, indicating their interest in said position within three
 17. (3) days of receiving such notification.
 - 18.
19. D. Any qualified teacher may apply for a vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments and also to the length of time each has been employed by the district.
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23. E. In filling vacancies in administrative positions the Board shall consider the professional qualifications, backgrounds and attainments including service in the district, as well as applicants from outside the school district. The parties recognize however, that the filling of vacancies in supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
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30. F. The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary school, and transfers between schools will be necessary. In making assignments and transfers, the convenience and wishes of the individual teacher will be honored unless proven impossible by a reduction in staff and/or student population.
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36. G. 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 objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
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41. ARTICLE IX: LEAVES OF ABSENCE

42. A. Paid Leaves

43. Sick Leave

44. 1. All full time teachers shall be allowed a total of 10 days per
45. school year, accumulative to 100 days, with pay which may be used
46. for the following reasons:

1. a. Personal illness and disability
2. b. Critical illness in the immediate family (spouse, children,
3. parents, parents-in-law, brothers and sisters, grandchildren,
4. and grandparents) for a maximum of five (5) days per school
5. year.
6. c. The teacher may use all or any portion of his sick leave to
7. recover from his own illness or disability which shall include
8. childbirth and complications of pregnancy.
9. d. Death in Immediate Family - Any teacher may use a maximum of
10. five days per year for each death in the immediate family (as
11. in b above) three of the five days are not charged against the
12. teacher's sick leave, but the remaining two are.
13. e. The following conditions shall apply:
 14. (1.) Each day of sick leave here and above granted shall be
 15. accrued as of the last day of the month.
 16. (2.) Teachers shall be informed of a telephone number that
 17. they shall use for morning absence calls between 6:30
 18. and 7:00 A.M. stating reasons (examples: illness, emer-
 19. gency personal business day) for their unavailability
 20. for work. Once a teacher has reported unavailability,
 21. the Board shall arrange for a substitute teacher.
 22. (3.) Notification of leave for funeral or death of a person
 23. is expected as soon as practicable to the Superintendent
 24. or Principal.
 25. (4.) Newly employed teachers must report the first day of work
 26. before qualifying for sick leave.
 27. (5.) After five days consecutive absence, a physician's state-
 28. ment may be required upon request of the Superintendent.
 29. (6.) If any teacher is employed less than the full school year,
 30. sick leave allowance shall be pro-rated at one (1) day per
 31. month of employment.
 32. (7.) A teacher who has been on duty for a period of two hours or
 33. more in either morning or afternoon session of the school day
 34. and must leave during the session, shall not be charged for
 35. any sick leave for the half day that this occurred. This
 36. provision shall apply to all other leaves.
 37. (8.) Upon the recommendation of the Superintendent, the Board may
 38. at its own expense require a teacher to submit to a physical
 39. or mental examination by approval specialist to determine
 40. whether an involuntary sick leave is warranted.
 41. (9.) Any teacher whose personal illness extends beyond the accu-
 42. mulated sick leave shall be granted a leave of absence, with-
 43. out pay, for such time as is necessary for complete recovery
 44. from such illness, provide that the application for said

1. leave is made at least five (5) days before it is to
2. become effective and provided that the length of time
3. is specified. If further time is necessary, it may be
4. granted by the Board provided the conditions of the
5. original application are met.

6. (10.) If a contracted teacher is hired as a replacement, an
7. extension will be granted only for the remainder of the
8. year. Pay increments shall not be granted if the leave
9. extends beyond ninety (90) days.

10. (11.) The Board shall furnish each teacher with a written state-
11. ment by the second pay period of each school year setting
12. forth the total sick leave credit.

13. **Jury Service**

14. 1. A teacher called for jury duty during school hours shall be paid
15. the difference between the jury duty pay and the teacher's regular
16. daily salary. The District shall pay the teacher his full salary.
17. The teacher must reimburse the District the amount of compensation
18. received from jury duty within ten (10) days of receipt of same.

19. **Court Appearances**

20. 1. Leave of absence with pay not charged against leave time shall be
21. granted for court appearances as a witness in any connection with
22. a teacher's employment or whenever the teacher is subpoenaed to
23. attend any court proceedings related to his employment or the
24. school providing there is no criminal act or gross negligence on
25. the part of the teacher. If the teacher receives court pay the
26. teacher must reimburse the district the amount of compensation re-
27. ceived from said court or agency within ten (10) days of receipt
28. of same.

29. **Attendance of Conferences**

30. 1. Teachers may be granted a leave of absence with pay with adminis-
31. tration approval for visitation to other schools or attending
32. meetings or conferences of an educational nature. Conference ex-
33. penses including mileage will be paid according to Board policy.
34. Estimates of total cost of conference expenses shall be included
35. in conference requests. Upon return from the conference an itemized
36. expense list shall be presented for reimbursement.

37. **Workmen's Compensation**

38. 1. Leave allowances for employees injured while working for the Grass
39. Lake Community School District and thus becoming eligible for
40. Workmen's Compensation benefits shall be as follows:

41. a. Accumulated sick leave days shall, on an optional basis to the
42. employee, be made available to the injured employee during the
43. period he is unable to work as a result of an accident.

44. b. If the employee chooses the option of using sick leave days,
45. his Workmen's Compensation benefits shall be supplemented by

1. school funds to give the employee the equivalent of his regular
2. daily rate. The employee's sick leave would be charged with a
3. proportionate amount of time lost, based on the ratio of the
4. school funds used to make the employee's regular daily rate.

5. Personal Business

6. 1. Any teacher may use (1) one day in the year in addition to sick leave
7. allowance, for personal business and this day is not accumulative as
8. such. This day shall only be used for business which may not be com-
9. pleted or transacted other than during school hours. Except in cases
10. of emergency, written notification must be given 24 hours before the
11. requested day. The form to be used for notification is attached as
12. Appendix G. Further, these days may not be used on the work day pre-
13. ceeding or succeeding a vacation or holiday, or the first and last day
14. of school, or for recreation. At the termination of each school year,
15. an unused personal day shall accrue and be a part of the teachers perm-
16. anent sick leave.

17. Association Leave

18. 1. At the beginning of each school year, the Association shall be credited
19. with ten (10) days to be used by teachers who are officers or agents of
20. the Association; such use to be at the discretion of the Association.
21. The Association agrees:
 22. a. To notify the Board at least twenty-four hours (24) in advance
 23. of taking such leave;
 24. b. To pay for the cost of the substitute;
 25. c. To limit said leave to two persons on a given day.

26. B. Unpaid Leaves

27. Conditions

28. 1. Unless otherwise indicated the following conditions shall apply for
29. leaves.
 30. a. Requests for leaves shall be in writing.
 31. b. All leaves shall be limited to one (1) year or less unless other-
 32. wise specified.
 33. c. Salary increments shall not accrue while on leave.
 34. d. Sick leave days shall not accrue while on leave, but unused leave
 35. days held at the start of the leave shall be reinstated.
 36. e. All fringe benefits cease at the commencement of the leave. Only
 37. accrued benefits will remain in effect until used up.
 38. f. In order to facilitate planning an efficient operation of the
 39. schools, teacher's on leave must notify the Board in writing by
 40. the last day of their leave of their intent to return to work.
 41. Failure to notify shall be deemed conclusive evidence of resignation.

1. Child Care
2. 1. A leave of absence shall be granted to any teacher for the purpose
3. of child care. Said leave shall commence upon request of the teacher.
4. It is further provided that:
 5. a. A pregnant teacher may commence said leave at her option after
 6. confirmation of pregnancy by her doctor.
 7. b. The leave may be extended for an additional year upon written
 8. request of the teacher.
 9. c. In the event of miscarriage of the object child of the leave,
 10. the leave may be terminate upon request of the teacher provided
 11. that her position has not been filled with a contracted substi-
 12. tute.
 13. d. For seniority and salary schedule purposes, the teacher shall be
 14. credited with a full year's work during which time said leave was
 15. granted if she leaves after the end of the first semester. None
 16. will accrue if said leave commences prior to semester break.
 17. e. The teacher shall provide the Board with a doctor's statement at
 18. Board expense upon request, as to her physical health and well being
 19. and the advisability of her continuing work. If the doctor deems it
 20. inadvisable for the teacher to work, the Board reserves the right to
 21. insist upon a maternity leave of absence.
22. Military Leave
 23. 1. A military leave of absence shall be granted to any teacher who shall be
 24. inducted for military duty in any branch of the armed forces of the
 25. United States. Upon return from such leave, a teacher shall be placed
 26. at the same position on the salary schedule as he would have been had he
 27. taught in the district during such period.
28. Other Leaves
 29. 1. Other leaves of absence may be granted by the Board upon written request.
30. Other Leave Provisions
 31. 1. A teacher returning from a leave of absence shall be returned to his/her
 32. same previously held position when possible. When this is not possible
 33. the teacher shall be returned to a substantially equivalent position.
34. ARTICLE X: PROFESSIONAL COMPENSATION
 35. A. The basic salaries of teachers covered by this Agreement are set forth in
 36. Schedule A which is attached to and incorporated in this Agreement. In
 37. Addition, the Board agrees to participate in the Michigan School Employees
 38. Non-contributory Retirement Program effective August 16, 1974.
 39. Schedule A and B shall remain in effect for the 1975-76 school year.
 40. B. All teachers newly employed shall be given full credit on the Salary
 41. Schedule set forth in Schedule A for outside teaching experience in any

1. school district in the State of Michigan and other teaching experience for
2. which credit is allowed.

3. C. Supplementary pay for co-curricular and extra-curricular activities shall
4. be based upon appropriate salary step of Schedule B - Appendix B.

5. Schedule B will be implemented in the following manner: A person will re-
6. ceive the amount of money equal to the experience that is acquired in a
7. position as identified by job title.

8. It is agreed that co-curricular and extra-curricular positions are non-
9. tenure in nature.

10. If a new program is developed during the term of this Agreement, compen-
11. sation will be made on the basis of the nearest like program in Schedule B.

12. D. The regular salary increment may be withheld if a probationary teacher is
13. doing substandard work.

14. E. Teachers will be paid in twenty-one (21) or twenty-six (26) pays. If the
15. teacher elects to be paid in twenty-six (26) pay checks, the checks for
16. the summer months will be paid on the regular two (2) week plan.

17. F. Payroll checks will be issued bi-weekly on Fridays to teachers except as
18. elsewhere provided.

19. G. Annual contractual salaries will be divided by either twenty-one (21) or
20. twenty-six (26) to determine the gross bi-weekly amount except for part
21. time teachers. This will be paid to the employee, less the withholding
22. tax, and any other lawfully required or permitted deductions selected by
23. the employees. If a teacher does not file a written election to be paid
24. on a twenty-one (21) pay basis at least ten (10) days prior to the first
25. pay day, or within ten (10) days after the execution of this agreement,
26. whichever is later, he will be paid on a twenty-six (26) pay basis. An
27. election, once made, may not be changed prior to the next school year ex-
28. cept in case of retirement or job termination.

29. H. Pay for supplemental activities will be added to the teacher's first check
30. upon completion of all supplemental activity responsibilities or, in full,
31. except as otherwise provided.

32. I. Should a regular pay date fall during a period when school is not in ses-
33. sion, every effort will be made that teachers shall receive the pay due on
34. that date on the last day prior to recess.

35. J. The Board shall provide without cost to the employee MESSA Super-Med II or
36. Blue Cross MVF 2 with major medical for a full twelve (12) month period for
37. the employee's entire family. (Note: In the case of MESSA, coverage begins
38. with the first day of employment; with Blue Cross/Blue Shield, coverage be-
39. gins on the first day of payment by the Board, not to exceed thirty-two (32)
40. days after employment.

41. The parties agree that the Board will not duplicate health insurance cover-
42. age.

1. Delta Dental A05 shall be provided for teachers. Coverage commences
2. November 1 if the carrier will provide it as of this date.
3. K. Annuities provided by the Board to all employees who do not elect the
4. health insurance coverage shall be in the amount of two hundred and fifty
5. dollars (\$250.00) per year.
6. L. In order to advance to the MA or BA plus 30 salary schedule, teachers must
7. be in a teaching program for the MA or receive prior approval by the Board
8. for course work to apply to the BA plus, 30, commencing with the 1974-75
9. school year. If course work is completed before the termination of the
10. first nine (9) weeks of the school year, teachers will be paid on the MA
11. or BA plus 30 salary schedule.

12. ARTICLE XI: PROFESSIONAL GRIEVANCE PROCEDURE

13. A. Definitions

14. 1. A grievant shall invoke the formal grievance procedure on the forms
15. set forth in Schedule F which is incorporated into, and made a part
16. of, this Agreement.
17. 2. The "aggrieved party" is the person(s) or the Association instituting
18. the action.
19. 3. A "grievance" is an action instituted on the belief that there has
20. been a violation, misinterpretation, misapplication of any provision
21. of this Agreement, or any existing rule, order, or regulation of the
22. Board, or any other provisions of law relating to wages, hours, terms,
23. or conditions of employment.
24. 4. The "teacher" includes any individual, or group, who is a member of
25. the bargaining unit covered by this contract.
26. 5. A "party of interest" is the person, or persons, who might be required
27. to take action, or against whom action might be taken, in order to re-
28. solve the problem.
29. 6. The term "days" shall mean work days.

30. B. Purpose

31. The primary purpose of this procedure is to secure, at the lowest level
32. possible, equitable solutions to the problems of the parties. Nothing
33. contained herein shall be construed as limiting the right of any teacher
34. with a grievance to discuss the matter informally with any appropriate
35. member of the Administration or proceeding independently as described in
36. Section E of these procedures.

37. C. Structure

38. 1. There shall be one (1), or more, Association Representatives (building
39. representatives for each school building to be selected in a manner
40. determined by the Association.
41. 2. The Association shall establish a Grievance Committee which shall

1. serve as the Association Grievance Committee. All meetings and
2. decisions concerning any grievance shall be arranged through this
3. committee. In the event that any Association Representative, or
4. any member of the Grievance Committee, is a party to any grievance,
5. he shall disqualify himself and a substitute shall be named by the
6. Association.

7. 3. The building principal shall be the administrative representative
8. when the particular grievance arises in that building.

9. 4. The Superintendent, or his delegate, shall be the administrative
10. representative when the grievance arises in more than one school
11. building.

12. D. Procedure

13. 1. Before entering into the following prescribed grievance procedure,
14. it is the desire of the Association and Administration that effort
15. has been made to resolve the problem through direct verbal commu-
16. nication and discussion between the parties involved. The presence
17. of an Association Representative may be requested.

18. The number of days indicated at each level should be considered as

19. maximum and every effort should be made to expedite the process.

20. The time limits may be extended or reduced by mutual consent.

21. If the grievance is filed on or after June 1, the time limits may

22. be reduced by mutual consent, if practical, in order to affect a

23. solution prior to the end of the school year.

24. Level One

25. 1. A teacher or the Association with a grievance shall submit it, in
26. writing, to his immediate supervisor or principal; individually,
27. together with his Association Representative or through the Asso-
28. ciation Representative. A decision shall be rendered, in writing,
29. within four (4) days after presentation of the grievance. If the
30. grievance involves more than one (1) building, the grievance may be
31. filed with the Superintendent (Level 2).

32. Level Two

33. 1. a. In the event the aggrieved party is not satisfied with the dis-
34. position of his grievance at Level One, or if no decision has
35. been rendered within four (4) days after presentation of the
36. grievance, he may file an appeal with the supervisor rendering
37. such a decision and with the Association Grievance Committee.

38. b. Within eight (8) days of receipt of the request to appeal, the
39. Grievance Committee shall decide whether or not there is a basis
40. for appeal. If the committee decides there is legitimate griev-
41. ance, it shall immediately process the claim with the Superin-
42. tendent of Schools, within the time limitations set forth in
43. Paragraph F-7 of this article.

1. Level Three

2. In the event the aggrieved party is not satisfied with the disposition
3. of the grievance at Level Two, or if no decision has been rendered with-
4. in eight (8) days from receipt of grievance by the Superintendent, the
5. Association may refer the grievance to the Board of Education's Review
6. Committee. This committee shall be composed solely of members of the
7. Board of Education.

8. Within twelve (12) days from receipt of the written referral to the
9. Board, its Review Committee shall meet with the Association's Grievance
10. Committee and a member of the Association's Negotiating Team for the
11. purpose of arriving at a mutually satisfactory solution to the griev-
12. ance problem. A decision shall be rendered within eight (8) days of
13. the above mentioned meeting.

14. Level Four

15. In the event that the grievance is not satisfactorily resolved at
16. Level Three, the grievance may be submitted for mediation. The fees
17. and the expenses of such mediation shall be shared equally by the
18. parties involved. Either party may appeal the decision to a competent
19. court of jurisdiction. The Board and the Association shall not be
20. permitted to assert in such mediation proceeding any ground or to rely
21. on any evidence not previously disclosed to the other party. The medi-
22. ator shall have no power to alter, add to, or subtract from the terms
23. of this Agreement.

24. E. Rights of Representation

25. Any party of interest may be represented at all meetings and hearings
26. at any level of the grievance procedure by another teacher, or another
27. person, provided, however, that any teacher may in no event be repre-
28. sented by an officer, agent, or other representation of any organiza-
29. tion other than the Association. Provided, further, when a teacher
30. is not represented by the Association, the Association shall have the
31. right to be present and to state its views at all stages of the griev-
32. ance procedure after Level One.

33. F. Miscellaneous

34. 1. A grievance may be withdrawn at any level without prejudice or re-
35. cord. However, if, in the judgement of the Association Representa-
36. tive of the Grievance Committee, the grievance affects a group of
37. teachers, the Grievance Committee may process the grievance at the
38. appropriate level.
39. 2. No reprisals of any kind shall be taken by or against any party of
40. interest or any participant in the grievance procedure by reason of
41. such participation.
42. 3. All documents, communications, and records dealing with the grievance
43. shall be filed separately from the personnel files of the participants.

1. 4. Forms for filing and processing grievances shall be as presented
2. as Schedule F. The Office of the Superintendent shall prepare
3. copies of the Professional Grievance Report, submitting these to
4. the President of the Association for his use.

5. 5. Access shall be made available to all parties, places, and records,
6. for all information necessary to the determination and processing
7. of the grievance.

8. 6. Any grievance not appealed from a decision at any level of this
9. procedure within fifteen (15) days from the date of such decision,
10. shall be considered settled. No further appeal shall be made un-
11. less by mutual agreement, where extenuating circumstances merit
12. such consideration.

13. 7. Any grievance shall be filed within forty-five (45) days after the
14. alleged incident was known or should have been known to the ag-
15. grieved party. In such cases the disposition rendered shall indicate
16. non-compliance with the above time limit.

17. ARTICLE XII: TEACHER EVALUATION

18. A. The parties recognize the importance and value of a procedure for
19. assisting and evaluating the progress and success of both newly em-
20. ployed and experienced personnel. To this end, the following has been
21. agreed to in an effort to accomplish the goals.

22. B. All monitoring or observation of the work of a teacher shall be con-
23. ducted openly and with full knowledge of the teacher. The use of
24. eavesdropping, closed circuit television, public address or audio sys-
25. tems and similar surveillance devices shall be strictly prohibited.

26. C. The work performance of all teachers shall be evaluated in writing.
27. Probationary teachers shall be evaluated at least three (3) times dur-
28. ing the school year. One of these evaluations shall be completed by
29. December 15 and one shall be completed between February 1 and March 1.
30. Tenure teachers shall be evaluated at least every three (3) years.

31. Evaluations shall be conducted by the teacher's immediate supervisor,
32. or an administrator working in the same building or otherwise familiar
33. with the teacher's work.

34. The formal evaluation form to be used is attached hereto as Appendix D.

35. Each formal evaluation shall include a thirty (30) minute classroom
36. observation.

37. Within ten (10) days after each of the above mentioned evaluation
38. periods, the evaluator shall reduce said evaluation to written form
39. and shall conduct a personal interview with the teacher being evalu-
40. ated. At this interview, the teacher shall have an opportunity to
41. review his evaluation and discuss it with the evaluator. If any
42. teacher disagrees with the evaluation, he may submit a written notation
43. which shall be attached to the file copy of the evaluation in question,
44. and/or submit any complaints through the grievance procedure.

1. Seventy (70) days prior to the end of each probationary year, the
 2. final written evaluation report shall be furnished to the Superintendent
 3. covering each probationary teacher. A copy shall be furnished to the
 4. teacher. If the report contains any information not previously made
 5. known and discussed with the probationary teacher, the teacher shall
 6. have an opportunity to submit additional information to the Superintendent.
7. D. A teacher shall have the right upon request to review the contents of his
 8. own personnel file, excluding confidential credentials, letters of re-
 9. commendation, and medical reports, and to have a representative of the
 10. Association accompany in such review. The review will be made in the
 11. presence of the administrator responsible for the safekeeping of such
 12. file.
13. E. No material originating after initial employment will be placed in a
 14. teacher's file unless the teacher has had an opportunity to review the
 15. material. The teacher may submit a written notation regarding any ma-
 16. terial and the same shall be attached to the file copy of the material
 17. in question. If the teacher believes that material to be placed in his
 18. file is inappropriate or in error, he may receive adjustment, provided
 19. cause is shown, through the grievance procedure, whereupon the material
 20. will be corrected or expunged from the file.
21. F. If the teacher is asked to sign material placed in his file, such sign-
 22. ature shall be understood to indicate his awareness of the material but
 23. in no instance shall said signature be interpreted to mean agreement
 24. with the content of the material.
25. G. The principal, in his written evaluation of the teacher, must respond
 26. to any critical comments made on previous evaluations and each one there-
 27. after until the resolution of same.
28. H. Any complaint made against a teacher or person for whom the teacher is
 29. administratively responsible by any parent, student, or other person
 30. will be called to the attention of the teacher within ten (10) school
 31. days or dropped. Any complaint not called to the attention of the
 32. teacher may not be used as the basis for reprimand, discipline, or dis-
 33. charge.
34. I. Any disciplinary action taken against a teacher shall be appropriate to
 35. the behavior which precipitates said action.
36. J. Recommendations of the Joint Administration Committee to Study Profess-
 37. ional Staff Evaluation may be used on a pilot basis during the 1975-1976
 38. school year. If the pilot program is mutually acceptable, the recommend-
 39. ations of the joint committee will supercede Article Sections for the dur-
 40. ation of this Agreement provided that said recommendations are incorporated
 41. into this Article in writing as well as in spirit.
42. K. A copy of the Evaluation Form is Appendix D.

43. ARTICLE XIII: REDUCTION IN PERSONNEL

44. A. It is recognized by the parties of this agreement that such things as lack
 45. of finances, changes in educational programs and decreases in enrollments
 46. may necessitate reduction in the teaching staff. In order to promote an

1. orderly reduction, the following procedure will be used:
2. 1. Probationary teachers will be laid off first according to date
3. of hire.
4. 2. In the event that tenure teachers must be laid off, layoff will
5. be on the basis of seniority according to date of hire.
6. 3. In the circumstances of more than one individual beginning employ-
7. ment on the same date, all individuals so affected shall participate
8. in a drawing to determine position on the seniority list. The Assoc-
9. iation and teacher(s) so affected shall be notified in writing of the
10. date, place, and time of the drawing. The drawing shall be conducted
11. openly and at a time and place which shall reasonably allow affected
12. teachers and Association Representatives to be in attendance.
13. 4. Employees on layoff do not acquire seniority while on layoff but sen-
14. iority before layoff shall be reinstated when the employee is rehired.
15. 5. Temporary employees do not acquire seniority.
16. 6. Teachers whose positions are being eliminated may bump for positions
17. if they are qualified (certified in a particular subject area or
18. grade) and have more seniority. This must be done in writing to the
19. Superintendent within ten (10) days after the teacher is notified
20. that his position is being eliminated.
21. 7. Seniority will be defined as continuous service with Grass Lake
22. Community Schools.
23. 8. Recall will be in inverse order of layoff providing teachers are
24. qualified.
25. 9. The recall list shall be maintained for a period of two (2) years.
26. Thereafter, a teacher on layoff shall lose his right to recall.

27. ARTICLE XIV: STUDENT DISCIPLINE AND TEACHER PROTECTION

28. A. The Board will support and assist teachers with respect to the maintenance
29. of control and discipline in the classroom. The Board or designated re-
30. presentative will take reasonable steps to relieve the teacher of respon-
31. sibilities with respect to pupils who are disruptive in the classroom or
32. repeatedly violate rules and regulations of the classroom.
33. B. Each teacher bears the primary responsibility for maintaining proper con-
34. trol and discipline in the classroom and on school premises. The teachers
35. recognize that all disciplinary actions and methods invoked by them shall
36. be reasonable and just and in accordance with established Board policy.
37. C. It shall be the responsibility of the teacher to communicate to his prin-
38. cipal and the parents concerning any student who, in the opinion of the
39. teacher, needs particular assistance from the principal and/or from skill-
40. ed personnel, and/or is temporarily dismissed from a class for disciplin-
41. ary reasons by the teacher. The principal will communicate with the
42. teacher concerning the disposition of such cases.

1. D. The Administration will confer with teachers, parents, and students in
2. the establishment of rules and regulations which set forth the pro-
3. cedures to be utilized in disciplining, suspending, and expelling stu-
4. dents for misbehavior. Such rules and regulations shall be distributed
5. to teachers, parents and students on the commencement of each year.

6. E. Parental or student complaints directed toward a teacher shall be called
7. to the teacher's attention within ten (10) days or dropped.

8. F. Any case of assault upon, or suit against a teacher in the performance
9. of his duties shall be reported immediately, in writing, to the Super-
10. intendent. The teacher may request, in writing, assistance of the Board
11. through the Superintendent. The Board shall determine as to whether the
12. conduct of the requesting teacher justifies assistance and to what extent.
13. The Superintendent shall be empowered to take investigative or other im-
14. mediate action deemed necessary until the Board meets.

15. G. Time lost by a teacher in connection with any incident mentioned in this
16. Article, not compensable under Workmen's Compensation, shall not be charged
17. against the teacher unless he is adjudged liable by a court of competent
18. jurisdiction.

19. ARTICLE XV: CONTINUITY OF OPERATIONS

20. A. The Board also agrees that it will not, during the period of this Agreement,
21. directly or indirectly engage in or assist in any unfair labor practice as
22. defined by Section 10 of the Public Employment Relations Act.

23. B. The Association and/or its members shall not engage in nor encourage con-
24. certed or individual action which would be in violation of this contract
25. or in violation of the laws or statutes of the State of Michigan. Any vio-
26. lation of this section will be "just cause" for dismissal.

27. ARTICLE XVI: NEGOTIATION(S) PROCEDURES

28. A. Neither party shall have any control over the selection of the negotiating
29. or bargaining representatives of the other party and each party may select
30. its representatives from inside or outside the school district. It is re-
31. cognized that no final agreement between the parties may be executed with-
32. out ratification by a majority of the Board of Education and by a majority
33. of the membership of the Association, but the parties mutually pledge that
34. representatives selected by each shall be clothed with all necessary power
35. and authority to make and consider proposals and to make concessions in the
36. course of negotiations or bargaining, subject only to such ultimate ratifi-
37. cation.

38. B. There shall be three (3) signed copies of any final Agreement. One (1)
39. copy shall be retained by the Board; one (1) by the Association, and one
40. (1) by the Superintendent. Copies of the final Agreement shall be dupli-
41. cated at the expense of the Board and available to all teachers now em-
42. ployed, and hereafter employed and extra copies shall be provided to the
43. Association.

44. C. If the parties fail to reach an Agreement in any such negotiations, either
45. party may invoke the mediation machinery of the State Labor Mediation
46. Board.

1. D. At least ninety (90) days prior to the expiration of this Agreement,
2. the parties will likewise begin negotiations for a new Agreement cover-
3. ing wages, hours, terms, and conditions of employment of teachers em-
4. ployed by the Board

5. ARTICLE XVII: PROFESSIONAL BEHAVIOR AND IMPROVEMENT

6. A. The Association recognizes that abuses of sick leave or other leaves,
7. chronic tardiness or absence, unauthorized absence, willful deficiencies
8. in professional performance, or other violations of discipline by a
9. teacher reflect adversely upon the teaching profession and create unde-
10. sirable conditions in the school building.

11. The Board, in recognition of the concept of progressive discipline,
12. shall notify the teacher in writing of alleged delinquencies, indicate
13. expected correction(s), and indicate a reasonable period for correction.
14. Alleged breaches of discipline shall be promptly reported to the offend-
15. ing teacher.

16. The Association will use its best efforts to correct breaches of profess-
17. ional behavior by any teacher. The parties recognize that extreme in-
18. fractions may necessitate immediate action on the part of the Adminis-
19. tration and/or Board, and therefore agree that such extremes may bypass
20. the above procedure.

21. B. The reprimand of a teacher by a principal or Superintendent shall be done
22. in private and for just cause. A teacher shall be entitled to have pre-
23. sent a representative of the Association when he is being reprimanded,
24. warned, or disciplined for any infraction of rules or delinquency in pro-
25. fessional performance when such reprimand, warning, or discipline shall
26. become a part of the teacher's personnel file. When a request for such
27. representation is made, no action shall be taken with respect to the
28. teacher until such representative of the Association is present.

29. C. No teacher shall be disciplined, reprimanded, reduced in rank or compen-
30. sation without just cause. Any such discipline, reprimand, or reduction
31. in rank or compensation, including adverse evaluation of teacher perform-
32. ance asserted by the Board or representatives thereof shall be subject to
33. the grievance procedure herein set forth. All information forming the
34. basis for disciplinary action will be made available to the teacher and
35. the Association.

36. D. The parties support the principal of continuing training of of teachers,
37. participation by teachers in professional organizations in the areas of
38. their specialization, leaves for work on advanced degrees or special stu-
39. dies, and participation in community educational projects.

40. ARTICLE XVIII: CONTRACT ADMINISTRATION

41. A. Representatives of the Board and the Association bargaining committee
42. will meet within five (5) days of request by either party to administer
43. the contract and/or resolve problems that may arise. The meetings are
44. not intended to by-pass the grievance procedure.

1. B. The Association shall designate a teacher in each school building as
2. Association Representative. The Principal and Association Represent-
3. ative shall meet when either party deems it necessary to review the
4. administration of the contract and to resolve problems which may arise.
5. These meetings are not intended to by-pass the grievance procedure.

6. ARTICLE XIX: INSTRUCTIONAL COUNCIL

7. A. The Board of Education and Education Association believe that a prime
8. responsibility of the parties is to stimulate improvement in the qua-
9. lity of the instructional program. The major responsibility for edu-
10. cational change should be a joint effort between teachers and admin-
11. istrators through their influence and involvement.

12. Therefore, to fulfill these responsibilities, a student, parents,
13. teachers, Education Advisory Council shall be organized. Some of
14. the functions of the EAC shall be as follows:

15. 1. To coordinate development, implementation, research, and eval-
16. uation of instructional program.
17. 2. To establish long-range and ad hoc committees, to function at
18. the direction of the council.
19. 3. To be responsible for establishing priorities of implementation
20. when budget limitation is a factor.
21. 4. To develop workshop training programs.
22. 5. To maintain communications with those affected.

23. Membership

24. Be open to any student, parent, teacher or administrator.

25. ARTICLE XX: MISCELLANEOUS PROVISIONS

26. A. Any individual contract between the Board and an individual teacher
27. heretofore executed shall be subject to and consistent with the terms
28. and conditions of this Agreement, and any individual contract herein-
29. after executed shall be expressly made subject to and consistent with
30. the terms of this or subsequent agreements to be executed by the parties.
31. If an individual contract contains any language inconsistent with this
32. Agreement, this Agreement, for its duration, shall be controlling.
33. B. This Agreement shall supersede any rules, regulations or policies of the
34. Board which shall be contrary to or inconsistent with its terms.
35. C. If any provision of this Agreement or any application of the Agreement
36. to any teacher or group of teachers shall be found contrary to law, then
37. such provision or application shall be deemed null and void except to
38. the extent permitted by law, but all other provisions or applications
39. shall continue in full force and effect.
40. D. Nothing contained herein shall be construed to deny or restrict to any
41. teacher or the Board rights under the Constitution of the United States,

- 1. the Constitution of Michigan or under the Michigan General School Laws,
- 2. Other rights granted hereunder are in addition to those provided else-
- 3. where.

- 4. E. The provisions of this Agreement, and the wages, hours, terms and con-
- 5. ditions of employment shall be applied without regard to race, creed,
- 6. religion, sex, color, or national origin.

- 7. F. Fraudulent information on forms and applications shall be cause for dis-
- 8. missal.

- 9. G. Copies of this Agreement shall be printed at the expense of the Board and
- 10. presented to all teachers now employed or hereafter employed. The Board
- 11. shall contract the services of the Association for said printing.

12. ARTICLE XXI: DURATION OF AGREEMENT

- 13. This agreement shall be effective as of August 16, 1975, and continue in
- 14. effect until August 15, 1976. This Agreement shall not be extended orally
- 15. and it is expressly understood that it shall expire on the date indicated.

16. GRASS LAKE EDUCATION ASSOCIATION BOARD OF EDUCATION
 17. JACKSON COUNTY EDUCATION ASSOCIATION GRASS LAKE COMMUNITY SCHOOLS

18. By _____ By _____
 19. President President

20. By _____ By _____
 21. Secretary Secretary

22. By _____ By _____
 23. Member, Negotiating Team Member, Negotiating Team

24. Dated this _____ day of _____, 1975

1. 1975-76 SALARY SCHEDULE

2.	STEP	BA	MA
3.	1.	\$ 9,126	\$ 9,720
4.	2.	9,369	9,936
5.	3.	9,774	10,368
6.	4.	10,260	10,881
7.	5.	10,719	11,394
8.	6.	11,178	11,907
9.	7.	11,664	12,474
10.	8.	12,150	12,987
11.	9.	12,636	13,500
12.	10.	13,122	13,905
13.	11.	13,770	14,688
14.	12.	14,310	15,228

		SCHEDULE B SALARY SCHEDULE						
1.		I	II	III	IV	V	VI	VII
2.	YRS.	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS
3.	1.	1,150	800	575	400	300	180	100
4.	2.	1,225	850	600	420	320	190	110
5.	3.	1,300	900	625	440	340	200	120
6.	4.	1,375	950	650	460	360	210	130
7.	5.	1,450	1,000	675	480	380	220	140
8.	6.	1,525	1,050	700	500	400	230	150
9.	7.	1,600	1,100	725	520	420	240	160

10.	CLASS	POSITION	CLASS	POSITION
11.	I	Head Football Coach	VI	Jr Hi Cheerleader Coach
12.		Head Boy's Basketball Coach		Debate School Play
13.	II	Girl's Varsity Basketball Coach		Junior Class Advisor
14.		Ass't. Football Coach		Jr Hi Basketball Coach - Girls
15.		JV Boy's Basketball Coach		Flag Football
16.		Freshmen Basketball Coach		National Honor Society
17.		Boy's Track Coach		
18.		Varsity Baseball Coach	VII	Sophomore Class Advisor
19.		Band Director		Freshmen Class Advisor Safety Patrol
20.	III	Cross Country Coach		Service Patrol
21.		Girl's Varsity Volleyball Coach		Jr Hi Girl's Volleyball
22.		Softball Coach		
23.		Golf Coach		
24.		Girl's JV Basketball Coach		
25.		JV Baseball Coach		
26.		Ass't Track Coach		
27.		Girl's Track Coach		
28.	IV	Jr Hi Basketball Coach - Boys		
29.		Jr Hi Student Council		
30.		Sr Hi Student Council		
31.		Senior Class Advisor		
32.		Varsity Cheerleader Coach		
33.		JV Volleyball Coach		
34.	V	JV Cheerleader Coach		
35.		Freshmen Cheerleader Coach		
36.		Jr Hi Track Coach		
37.		Intramural Director		

GRIEVANCE REPORT FORM

GL- 28
APPENDIX C

Grievance # _____	Grass Lake School District	<u>Distribution of Form</u>
GRIEVANCE REPORT		1. Superintendent
Submit to Principal in Duplicate		2. Principal
		3. Association
		4. Teacher
<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>
		<u>Date Filed</u>

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature	Date

C. Disposition by Principal _____

Signature	Date

D. Position of Grievant and/or Association _____

Signature	Date

STEP II

A. Date Received by Superintendent or Designee _____

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

(Note: Continued on reverse side)

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Mediation _____

B. Disposition & Award of Mediator _____

Signature of Mediator Date of Decision

NOTE: All provisions of Article XI of the contract dated August 16, 1974, WILL BE STRICTLY OBSERVED IN SETTLEMENT OF GRIEVANCES.

TEACHER EVALUATION REPORT

TEACHER _____

CLASS _____

SCHOOL _____

DATE AND TIME OF VISIT _____

A. GENERAL ROUTINE

- 1. Physical condition of 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 judgement
- 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. _____
- 16. _____
- 17. _____
- 18. _____

SUGGESTED CODE: A: Outstanding; B: Above Average; C: Average; D: Below Average
E: Unsatisfactory

COMMENTS BY THE EVALUATOR: (Use reverse side if additional space is required)
(Refer to code number, such as D-4, when applicable)

Signature of Teacher _____

Signature of Evaluator _____

GRASS LAKE COMMUNITY SCHOOLS

1975-76 CALENDAR

<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>
(15)	(1) 2 3 4 5	1 2 3
(18) 19 20 21 22	8 9 10 11 12	6 7 8 9 10
25 26 27 28 29	15 16 17 18 19	13 14 15 16 (17)
15: Teachers' Meetings	22 23 24 25 26	20 21 22 23 24
18: Students' First Day	29 30	27 28 29 30 31
	1: Labor Day	17: In-Service Conference
<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>JANUARY</u>
3 4 5 6 7	1 2 3 4 5	(1) (2)
10 11 12 13 14	8 9 10 11 12	5 6 7 8 9
17 18 19 20 21	15 16 17 (18)(19)	12 13 14 15 16
24 25 26 (27 28)	(22 23 24 25 26)	19 20 21 22 23
27/28: Thanksgiving Recess	(29 30 31)	26 27 28 29 30
	18: End First Semester	5: Start Second Semester
	19: Teacher Work Day H.S.	
	12/22-1/2: Xmas Recess	
<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>
2 3 4 (5 6)	1 2 3 4 5	1 2
(9) 10 11 12 13	8 9 10 11 (12)	5 6 7 8 9
16 17 18 19 20	(15 16) 17 18 19	12 13 14 15 (16)
23 24 25 26 27	22 23 24 25 26	(19 20 21 22 23)
5-9: Winter Break	29 30 31	26 27 28 29 30
	12: Elem. Conference	16: Good Friday
	12-16: Break	19-23: Spring Recess
<u>MAY</u>	<u>JUNE</u>	
3 4 5 6 7	1 (2) (3) (4)	
10 11 12 13 14	7 8 9 10 11	
17 18 19 20 21	14 15 16 17 18	
24 25 26 27 28	21 22 23 24 25	180 Student Days
(31)	28 29 30	185 Teacher Days
31: Memorial Day	2: Last Day for Students	
	3-4: Teacher Work Days	

CALENDAR 1975-76

August	15	Teacher Orientation
August	18	Start 1st Quarter
September	1	Labor Day (No School)
October	16	End 1st Quarter (43 days)
October	17	Teacher Inservice - P.T. Conference
October	20	Start 2nd Quarter
November	27 - 28	Thanksgiving Vacation
December	18	Last Day for Students (42 days)
December	19	Teacher Work Day (H.S. work - Elem. off)
December	18	Christmas Vacation
January	5	Start 3rd Quarter
February	5 - 9	Winter Break
March	11	End 3rd Quarter (46 days)
March	12	Elem. Conference - H.S. off
March	12 - 16	Break - No School
March	17	Start 4th Quarter
April	16 - 23	Spring Vacation
May	31	Memorial Day (No School)
June	2	End 4th Quarter (49 days)
June	3 - 4	Teacher Work Day

Note: 180 Student Days
185 Teacher Days

PAYROLL DEDUCTION FORM

1. I wish the following fringe benefits:
2. Hospitalization Insurance: MESSA: Yes ___ No ___
3. Blue Cross: Yes ___ No ___
4. My spouse has me covered under his/her
5. health insurance: Yes ___ No ___
6. Insurance benefits beyond what the district is responsible for:
7. List: _____ Cost to be deducted: \$ _____
8. _____
9. _____
10. _____
11. I am requesting the School Annuity Program in lieu of
12. health insurance coverage: Yes ___ No ___
13. Metropolitan Annuity: Yes ___ No ___
14. Northwestern Annuity: Yes ___ No ___
15. Dues: GLEA \$ _____
16. JCEA \$ _____
17. MEA \$ _____
18. NEA \$ _____ TOTAL: \$ _____
19. Financial Responsibility Fee: \$ _____
20. Other payroll deductions:
21. 1. _____ \$ _____
22. 2. _____ \$ _____
23. 3. _____ \$ _____
24. 4. _____ \$ _____
25. Jackson City Income Tax: Yes ___ No ___
26. I wish to have my pay in: 21 pays _____ 26 pays _____
27. _____
28. Date Signature

The Office would appreciate it very much if you would check your first paycheck over very carefully to see that your Social Security Number is correct. Please!!!!, no changes after the IBM cards have been punched. This leads to many difficulties with Data Processing.

NOTIFICATION OF A PERSONAL LEAVE DAY

Recognizing that personal business leave is provided for purposes requiring the employee's absence from school to attend to matters of a personal nature which cannot be attended to except during regular working hours.

I shall be absent from duty on the _____ day of _____
197____, for the purpose below:

_____ Personal Medical - current ailment,
not annual or semi-annual check-up

_____ Legal

_____ Religious Holiday

_____ College Graduation of Spouse
or Children School_____

_____ Honor Convocation of Employee's
Children School_____

_____ Real Estate Transaction

_____ Personal Business

Date

Signature

Receipt of Notification:

Date

Principal's Signature