1974 - 1975

MASTER CONTRACT between the

ISHPEMING BOARD OF EDUCATION

and the

UPPER PENINSULA EDUCATION ASSOCIATION

of the

MEA

Employment Blatonis Commission 400 Aust Building Strand Repilo, Mich. 49502

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1974-75 Cale	ndar	

MASTER AGREEMENT

L	THIS MASTER AGREEMENT entered into this 1st day
2	of September, 1974, by and between the Board of Education
3	of the City of Ishpeming, Michigan, School District No. 1,
1	hereinafter called the "District", and the Upper Peninsula
5	Education Association of the Michigan Education Association,
5	hereinafter called the "Association".

PURPOSE AND INTENT

The parties recognize that their primary individual and joint objective is to provide a quality education to the children of the District. They further recognize that the quality of education provided greatly depends upon the expertise, dedication and morale of the teaching staff, and further that the educational objectives must be accomplished within a budget determined by means and methods outside of the control of either of the parties. It is the intent and purpose of the parties to set forth herein the entire agreement between them for the term hereof with respect to the wages, hours of employment, and other conditions of employment to be observed between the parties hereto. To these ends, the District and the Association encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION OF THE ASSOCIATION'S STATUS

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to the wages, hours and other conditions of employment for the term of this Agreement, and continuing beyond its expiration unless certification has been revoked as provided under the Employment Relations Act, of all employees of the Association included in the following described bargaining unit: certified teachers, guidance counsellors and librarians, but specifically excluding the superintendent, principals, business manager, nurse, custodians, temporary teachers and substitute teachers, teacher-aides, office, clerical and other non-professional employees. The term "teacher" when used hereafter in this Agreement shall refer to all employees who are members of the above described bargaining unit. Any reference to male or female employees shall be deemed to include reference to employees of the opposite sex.

ARTICLE II - RECOGNITION OF THE DISTRICT'S RIGHTS

Section 1

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The District retains exclusively all its legal, customary and normal functions of management of the affairs of the District, including, but not limited to, the determination of the number and types of schools and the location, schedule, curriculum and staffing, thereof, the hiring, transfer, promotion and demotion of its teachers, the establishment and enforcement of rules to maintain efficiency of and discipline among its teachers and the suspension, discipline, and discharge of its teachers for reasonable and just cause; provided, however, that in the exercise of such functions the District will not discriminate against any teacher because of membership or non-membership in the Association

Section 2

The exercise of the foregoing powers, right,

authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3

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Since both parties had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, the District and the Association, for the terms of this Agreement, each waive the right and each agree that the other shall not be obligated to bargain collectively, unless the parties otherwise mutually agree in writing, with respect to any matter referred to or covered in this Agreement or with respect to any matter not specifically referred to or covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, PROVIDED, HOWEVER, that while this Agreement will not be re-opened for such purpose, the parties hereby agree to meet and bargain collectively concerning any non-economic matter, not specifically referred to or covered in this Agreement, proposed as an addition to this Agreement, which is a proper subject of collective bargaining, provided such matter was not within either the knowledge or contemplation of the parties at the time they negotiated or executed this Agreement.

Section 4

Nothing contained herein shall be considered to deny or restrict the Board, the Association or the teachers of their rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Section 1 - Agency Shop and Deduction of Dues, Assessments and Union Representation Fee

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- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written assignment authorizing deduction of the Association dues and assessments uniformly charged for membership.
- B. Any teacher who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, commencing at the end of such thirty (30) days, and as a condition of continued employment, pay a Union representation fee to the Association equal to dues and assessments uniformly charged for membership in the Association. Such teachers may authorize payroll deduction for such Union representation fee in the same manner hereinafter provided in paragraph C.
- C. Deductions under all properly executed authorizations shall become effective at the time the application is signed by the teacher. Deductions shall normally be made monthly, from the second pay period in each month, for the 10-month period commencing with the second pay period in September, provided, however, that if such authorization is delivered to the District during such 10-month period such deductions shall be made from the second pay period of the month following receipt of the written authorization by the District, and from the second pay period each month thereafter for the remainder of the above defined 10-month period. No deductions shall be made for any pay period in which the teacher does not have sufficient earnings from the District to allow such deductions. Such deductions shall be made only during the existence of such authorization, which written authorization shall remain in full force and effect from year to year unless otherwise revoked by written notice to the District. Teachers shall notify the Association and the District, in writing, of such revocation of the authorization, which revocation may be made only between June 1 and September 1 of each year.
- D. If a teacher shall refuse to pay such Association dues or assessments, or Union representation fee, as above provided, the District shall cause the termination of employment of such teacher in the following manner:

(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 that a request for discharge will be filed with the Board in the event compliance is not effected.

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- (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 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. 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 dues, assessments, or Union Representation Fee. It is expressly understood that in the event the District shall hire a new teacher to replace a probationary teacher under the terms of this section then and in that event neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this Agreement that the refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for discharge by the District, and that the District has a right to proceed to replace a teacher against whom such charges have been filed hereunder.
- The Association shall indemnify the District, the Board, and each individual school board member, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of or by reason of any action that shall be taken by the District for

the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

- F. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for Association dues and assessments or Union representation fees, the District agrees to disburse said sums to the Treasurer of the Ishpeming Education Association within ten (10) days of their deduction.
- 92 G. This Article shall be effective retroactively to the 93 date of this Agreement and all sums payable hereunder shall be 94 determined from said date.

Section 2 - Union Representation

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The teachers who are covered by this Agreement shall be represented by an Association Negotiation Committee. The chairman of the Local Association Negotiation Committee shall keep the Superintendent of Schools currently advised, in writing, of the names of the members of the Association Negotiation Committee, and of the building representatives, and the officers of the Ishpeming Education Association. The Superintendent of Schools shall keep the chairman of the Local Negotiating Committee currently advised, in writing, of the name of the chairman of the School District Bargaining Committee. All correspondence concerning negotiations or quarterly meetings shall be submitted and signed by the Chairman or acting chairman of the Association Negotiation Committee. Either party may have such consultants or other persons as it may deem necessary at any meetings between the parties.

ARTICLE IV - SALARIES

The salary schedule for teachers covered hereby is set forth in Appendix A, which is attached hereto and is incorporated herein by reference.

ARTICLE V - TEACHING SCHEDULES

S	e	C	t	i	0	n	1
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1	This Article is intended to define the normal
2	daily and weekly work schedule. Permanent changes in schedules,
3	in excess of those referred to herein, shall be discussed with
4	the Association prior to their establishment.
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	Section 2

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- The schedules referred to in Section 1 above are as 1 follows: 2
- 3 A. Hours per day:

4	High School	6	hours	-	35	minutes
5	C. L. Phelps	6	hours	-	30	minutes
6	Elementary	6	hours			

- Hours per week: High School
 - 25 teaching or supervisory periods of 1 hour each. (1)
 - 5 teacher preparation periods of 1 hour each. (2)
 - High School teachers will not be required to supervise the study hall after the end of the normal scheduled school day.
- Hours per week: C. L. Phelps
- 25 teaching periods of 50 minutes each. (1)
 - 5 non-teaching periods of 50 minutes each. (2)
 - (3) 5 study hall periods of 50 minutes each.
 - Hours per week: Elementary Schools
 - (1) Classes will be in session for 5 hours and 5 minutes per day for 5 days. The 5 minutes per day referred to above will be accumulated for periodic half day inservice meetings which will be conducted during the normal school day.
 - (2) Teachers shall be in their respective classrooms twenty-five (25) minutes prior to the morning session, and ten (10) minutes prior to the afternoon session, and shall remain in their respective classrooms for twenty (20) minutes following the end of the afternoon session.
 - (3) Elementary schedule:

	A.M.	Kindergarten Grades 1,2,&3	Grades 4&5
30	Teachers Report	8:30	8:30
31	Students In	8:50	8:50
32	Classes Begin	8:55	8:55
33	P.M.		
34	Teachers Report,		
35	Students In	12:20	12:50
36	Classes Begin	12:30	1:00
37	Students Dismissed	3:00	3:00
38	Teachers Leave Building	3:20	3:20

- E. In the event that school is closed due to conditions beyond the Board's control and therefore 180 days of instruction as outlined in State regulations are not met during the regular school year, such number of days less than 180 will be made up at a time designated by the Board in consultation with the Association. All covered personnel will report to work during those make-up days as part of their regular assignment and annual salary.
- F. Teachers may leave the building following the dismissal of the students on the day before any vacation period providing rooms are in order.
- G. It is within the discretion of the administration to 50 require attendance at meetings and professional inservice 51 52 sessions. Up to 22 hours per month beyond the normal day, not accumulative may be required of 6 through 12 grade teachers for 53 such meetings and activities. K-5 teachers may be required to 54 attend up to 2½ hours every two (2) months, not accumulative, 55 56 (12½ hours per year) for administrative meetings or district-wide inservice sessions, in addition to the inservice meetings 57 58 specified in Article V, Section 2, paragraph D. Such district-wide 59 inservice meetings are not to be considered extensions of meetings scheduled in such paragraph D. Absence from such meetings shall 60 be cleared with the building principals. 61

Section 3

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In addition to the hours and periods referred to, each teacher will be allowed at least a 1/2 hour period daily for lunch, which period will be duty free. Any change in the present schedule shall be discussed with the Association.

Section 4

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Tenure teachers shall not be required to report prior to the opening day of school in September or to remain after school ends in June without compensation therefor.

ARTICLE VI - LEAVES

Section 1 - Leaves of Absence With Pay

A. A maximum of ten (10) days of sick leave per year is granted to be used in the event of personal illness, or in the event of the serious illness of the teacher's spouse, children, parents or member of teacher's immediate household necessitating the teacher's presence. A teacher may accumulate any unused sick leave days for personal illness.

Any teacher absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the Superintendent of Schools to provide a medical statement by a physician certifying that the employee was unable to be on duty during such absence.

Illness, as used in this subsection, shall include accidental injury or illness but shall specifically exclude injury or illness which is voluntarily incurred, or is otherwise the result of the teacher's own willful conduct or misconduct, including, but not limited to, cosmetic or other elective surgery including sterilization, normal pregnancy, elective psychiatric treatment, alcoholism, drug abuse and attempted suicide.

B. Teachers will be granted leaves up to five (5) days not to be deducted from sick leave in the event of a death in the immediate family with the provision that the time used is at time of death or burial of deceased. Immediate family is deemed to include spouse, children, parents, and parents of spouse.

Teachers will be granted leaves up to three (3) days, not to be deducted from sick leave, at the time of death or burial of deceased for a death of grandparents, brothers, sisters of the teacher, son-in-law, daughter-in-law, grandchildren, brother-in-law,

sister-in-law, and any person who has made residence with the family within the past three (3) years.

 On application to the building principal, a leave of one (1) day will be granted to attend the funeral of a close friend or member of the family with which the teacher had a close relationship.

- C. Teachers will be granted such time as may be required for their appearance in court on behalf of the District, or on their own behalf in any action by them against a third party, or against them by a third party, which action arises out of the performance of their teaching duties, provided, however, that such leave will be without pay in actions by a teacher against the District, and in actions by the Association against the District.
- D. The District may grant time under the provisions of this Section I for visitations to other schools or attendance at educational conferences or conventions.
- E. Teachers will be granted a leave of absence for two (2) days in each contract year for the conducting of personal business. These days will be cleared with the administration and will be contingent on the availability of a suitable substitute. Unused personal business days will be added to accumulated sick leave days.
- F. Teachers will be granted a leave of absence for the purpose of taking a Selective Service physical examination.
- G. Teachers will be granted leaves of absence required for the performance of jury duty and shall be entitled to pay for such time, less, however, any amounts received as payment for jury duty.
- H. The president of the Ishpeming Teachers' Association will be granted seven (7) days of leave for use of designated members in attendance at any Association meetings.

Section 2 - Leave of Absence Without Pay

A. Leaves of absence without pay for periods of up to cra (1) year will be granted, without loss of salary increment,

and where proper replacements are available, for studies relating to the teacher's license field; studies to meet eligibility requirements for a license in the field of education not held by a teacher; study, research or special teaching assignment involving advantage to the school system; the commencement and termination dates for such leaves will be determined in advance by the superintendent and the teacher taking into consideration the available times for such studies, research or special teaching assignments and natural breaks in the school year calendar.

- The District shall grant a pregnancy leave of up to one (1) year without pay to female teachers. Recognizing that the District has valid interests in preserving the continuity of instruction, in scheduling, and in providing teachers physically and mentally 'capable of performing their teaching functions, teachers shall notify their building principal, in writing, no later than the end of the fourth month of pregnancy. The commencement and termination dates for such leave will then be jointly determined by the teacher and the superintendent taking into consideration such matters as the teacher's health, her doctor's recommendation, and natural breaks in the school year calendar. Pregnancy leave shall commence no later than the point at which the pregnancy interferes with the teacher's normal teaching functions, and shall terminate no sooner than the teacher can assume her normal teaching functions and can assure the District that care of her child will not unduly interfere with her work duties.
- c. A teacher adopting an infant child (one year of age or less) shall be entitled to a maternity leave of up to one (1) year without pay, provided the teacher's presence at home is required due to the teacher's spouse working or some other such valid reason. The commencement and termination dates for such leave will be jointly determined in advance by the teacher and the superintendent taking into consideration such matters as the time the teacher may receive custody of the child and natural breaks in the school year calendar.
- D. A leave of absence for up to one (1) year will be granted to teachers to serve in a public office or as an officer of the MEA or NEA for performance of official duties. The commencement and termination dates for such leave will be determined in advance by the superintendent and the teacher taking into account natural breaks in the school year calendar.
 - E. A tenure teacher whose personal illness extends beyond

the period compensated under Paragraph 1, Section 1, above will be granted an illness leave of absence for up to one (1) year. Such leave may be extended, upon written request at least ninety (90) days prior to termination of the leave, for up to two (2) additional one (1) year periods. The 90-day period may be waived in the event of substantial change in the teacher's conditions, verified by a physician, in which case such written request for extension shall be made as soon thereafter as possible. Upon return from such a leave the teacher will be assigned to the same or substantially equivalent position if available, but with not more than one (1) year advance in salary schedule. The intended termination date for such leave will be determined in advance by the teacher and the superintendent taking into consideration such matters as the teacher's doctor's recommendation and natural breaks in the school year calendar.

- F. Teachers on approved leaves of absence may retain their health insurance benefits at group rates upon proper application and monthly payment of premiums.
- G. Teachers wishing to return from a leave of absence prior to the previously determined termination date must submit written notice of such intention to the District, by registered mail, postmarked no later than June 1. Teachers not returning from any leave on the scheduled termination date shall be considered to have voluntarily terminated their employment with the District.
- H. Rehired former District employees who have absented themselves from the system for no more than five (5) years shall have their accumulated sick leave restored to them.
- I. It is understood that any teacher on leave except for an approved special teaching assignment shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore cancelled.

ARTICLE VII - PROMOTIONS, TRANSFERS, ASSIGNMENTS
AND SEVERANCE PAY OPTIONS

Section 1

When the District believes all other factors to be equal, it will make promotions from within its own teaching staff.

3 The District will post dated notices of vacancies and additions in bargaining unit positions in each school building for ten 4 (10) days. The posting is to be made within two (2) days after the position is determined to be open by the superintendent. 6 During the summer months when school is not in session, the 7 8 superintendent shall also send a copy of the notice to the president of the Association. The permanent assignment of a 9 teacher to the open position shall not be made until the 10 11 expiration of the ten (10) day posting period. The District will notify each applicant of the person to be assigned to the 12 13 vacancy or additional opening prior to a general announcement.

Section 2

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In the event that transfers of teachers to another school are required, the District will post a notice of such transfer in the same manner as Section 1 above, except that no more than five (5) days posting will be required. Teachers may indicate to the District their desire to be considered for such transfer.

Section 3

Teachers affected by a change in grade assignments in the elementary schools and subject assignment in the secondary schools will be notified by their principals as soon as practicable and by June 1st if possible.

Section 4

No teacher shall be granted a contract with less than a Bachelors Degree and full certification by the State Department of Education. Teachers must file a copy of their certificate, registered by the Marquette-Alger Intermediate Office, in the superintendent's office before beginning employment.

Section 5

Teachers, except temporarily and for good cause, will be assigned to duties within the scope of their teaching certificates and their major or minor field of study.

Section 6

The District will cooperate with the Association in making available to the teachers such information as it may acquire

concerning positions and opportunities in or under State and Federal educational programs.

Section 7

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Upon retirement from the profession, while an employee of the District, or death while an active teacher in the District, a teacher or his beneficiary or legal representatives will have the option of selecting any one of the following payments:

- A. The accumulated number of days of unused sick leave, credited to the teacher, times \$12.50 not to exceed a maximum of \$2,250.00.
- B. A teacher who has been employed by the District for ten (10) years shall be paid one (1) week's current salary plus one (1) day's current salary for each year of employment by the District in excess of ten (10) years, up to a maximum of \$750.00.

Teachers shall designate a beneficiary for these plans. Teachers must notify the superintendent in writing on or before October 1, 1974 of their intention to retire from the profession in order to qualify for payment under these plans on July 1, 1975. Failure to notify by October 1, 1974 of this intention may result in any monies due not being paid until July 1, 1976.

This payment may be made immediately if the Board determines that money for such payment is available.

Section 8

Any non-tenure teacher dismissed, may upon written request, obtain a written statement of the reason for his dismissal.

ARTICLE VIII - STAFF REDUCTION AND RECALL

Section 1

The word "layoff" means a reduction in the teaching staff due to a decrease in student enrollment, lack of funds, or other legitimate reasons.

Section 2

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In the event it becomes necessary for a layoff, the District shall notify the President of the Ishpeming Education Association as soon as practical of the number of teachers scheduled for layoff in each school. The District will meet with the Association prior to staff reduction regarding the effects and implementation of such reduction.

Section 3

When a layoff takes place, probationary teachers shall be laid off first provided there are tenure teachers certified (and in the case of high school subjects, that meet the North Central Association of Colleges and Secondary Schools accreditation standards) to replace them. Thereafter, a reduction of teaching staff will be made as follows:

Seniority lists shall be prepared of all teachers certified to teach in the elementary, intermediate and high school levels. The lists shall indicate the grades in which the teacher is certified, the subject area in which the teacher is certified and presently teaching, the subject areas in which the teacher is certified and has taught within the previous ten (10) years, and the subject areas in which the teacher is certified but has not taught within the past ten (10) years. Seniority, for the purposes of this article, shall be determined as follows: The teacher shall receive three (3) points for each year of last continuous service in the District. (Length of continuous service will not be deemed broken by, and will be deemed to include, authorized leaves of absence, and periods of up to one (1) year during layoff.) The teacher will receive one (1) point for each semester credit hour, approved as required for the salary schedule, up to a maximum of thirty-eight (38) points with a bachelor's degree. A teacher with a master's degree shall receive a total of thirty-eight (38) points.

teacher with a master's degree, plus additional hours, shall receive the thirty-eight (38) points plus one (1) additional point for each semester credit hour, approved as required for the salary schedule, earned beyond the master's degree. The teacher with the higher number of points shall be deemed to have the greater seniority. If a teacher is otherwise qualified for retirement, and is within three (3) years of retirement, such teacher shall be deemed to have the greatest number of points on the seniority list. Administrators or other non-teaching personnel, who are certified teachers, shall be included on the seniority list if their current positions are also to be terminated.

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The order of reduction and recall will be В. according to academic needs, certification and seniority, and will be subject to the needs of the program. Such reduction and recall shall be subject to mutual agreement between the District and the Association. If mutual agreement cannot be reached, seniority alone shall be the basis for reduction and recall, PROVIDED, HOWEVER, that the teacher must be certified in the subject, and in the case of high school subjects must meet North Central Association of Colleges and Secondary Schools accreditation standards, and must have taught the subjects involved within the last ten (10) years. The requirement that the teacher must have taught the subject within the previous ten (10) years may be waived by the District if, in its discretion, the District feels the teacher has participated in sufficient study in the subject area within the previous ten (10) years to keep the teacher currently knowledgeable in the subject area, or if the teacher agrees, at his own expense, to take refresher course(s) within the subject area acceptable to the District. A teacher certified in a given subject area who has not taught the subjects within the last ten (10) years, and who has neither had refresher course(s) within the previous ten (10) years, nor agrees to take additional refresher course(s) in such subject, shall be deemed to be at the bottom of the seniority list with respect to teaching such subject.

C. If two or more teachers are deemed to have equal seniority status, the teacher's participation in the extracurricular activities set forth in the supplemental pay schedule of Appendix A, Part III of this Agreement shall control.

Section 4

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The District agrees to abide by the provisions of the Teacher Tenure Act in notifying affected teachers.

Section 5

When the teaching staff is increased after a layoff, the teachers shall be recalled according to the factors set forth in paragraph 3 hereinabove, but in the inverse order of seniority. Notice of recall shall be sent to the teacher, and the Association president, at the address last provided the District by the teacher, and the president, by certified mail, return receipt requested. If the teacher fails to notify the District of his acceptance of the offered position, in writing (or telegram), within seven (7) calendar days from the earlier of the date of receipt of notice by the teacher or the date of receipt of notice by the Association, he shall be considered to have permanently terminated his employment with the District, and his name shall be removed from the seniority and recall lists. A teacher who is laid off for more than two (2) years shall also be removed from the seniority and recall lists. A teacher may however be retained on such seniority and recall lists, for subsequent one (1) year periods, upon written notification to the District of such desire, by registered or certified mail.

Section 6

The term "North Central Association of Colleges and Secondary Schools accreditation standards" shall be deemed to refer to such standards in effect as of the effective date of this Agreement.

ARTICLE IX - MISCELLANEOUS

Section 1

The District and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly,
both parties reaffirm by this Agreement their commitment not
to discriminate against any person or persons because of sex,
race, religion, national origin, ancestry, color, age, political
beliefs, or organizational memberships. Neither the District
nor the Association shall discriminate against teachers because
of membership or non-membership in the Union.

Section 2

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The Association and its members shall have the right to use school facilities for meetings at such times and at such locations as may be approved by the Superintendent.

Section 3

The District agrees to furnish to the Association in response to reasonable requests from time to time such available information concerning the financial resources of the District, tentative budgetary requirements and allocations as will assist the Association in determining the financial condition of the District.

Section 4

The District will reimburse a teacher for any malicious damage or destruction to clothing or personal articles (excluding automobiles) arising out of the performance of his duties.

Section 5

All teachers are to present a well-groomed appearance in keeping with one to set a good example for the students.

Section 6

Teachers will not be required to drive a school bus
as part of their regular duties.

Section 7

Telephone facilities will be available to teachers for their reasonable use. Teachers are expected to use discretion

in the use of telephone facilities.

Section 8

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Any complaints to the administration by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

Section 9

- While the teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, the District recognizes that the teacher may not fairly be expected to assume the role of warden or custodian (unless qualified and assigned to such position) for emotionally disturbed students, identified as such, nor to be charged with responsibility for psychotherapy. Whenever it appears that a pupil requires particular assistance from skilled personnel, the teacher shall so notify the principal and the District will take reasonable steps to assist the teacher with responsibility for such pupil. The District and the Association will cooperate in resolving discipline problems which disrupt good classroom operations, and in developing disciplinary standards and procedures. Disciplinary actions and methods invoked by the principals and the teachers shall be reasonable and just in accordance with the Michigan School Code and established board policy, and shall be consistent with all such jointly established standards and procedures.
- B. In extreme cases, the teacher may exclude the pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation is beyond the teacher's control and makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. Teachers may, in accordance with the Districts established disciplinary rules, use such reasonable restraining physical force as is necessary for the purpose of maintaining proper discipline.
 - C. In taking disciplinary measures, teachers shall

exercise reasonable care with respect to the safety of students and property, but they shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property thereby caused, so long as they act in accordance with the District's established disciplinary rules and procedures. The District will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student. The administration shall be provided with a written account of any extreme disciplinary action within one day of the incident, or as soon after any disciplinary action as it becomes apparent to the teacher or the administration that there may be further action involving such incident.

Section 10 - Teacher Evaluation and Progress

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- A. Every attempt shall be made to observe probationary teachers for the purposes of evaluation at least three (3) times during the school year and Tenure teachers for the purposes of evaluation at least once every year. Each teacher should also complete a self-evaluation, using the same form, each time an administrative evaluation is conducted. The Association shall make every effort to insure that the self-evaluations are completed by the individual teachers. A personal interview shall be held within ten (10) school days of the observation, both evaluations shall be available at this time. The written evaluations shall be placed in the teacher's file within fifteen (15) school days of the observation with an administrative copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he shall but his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- B. Evaluation shall be conducted only by persons holding a valid teaching certificate and shall include superintendent, principal, assistant principal and other personnel agreed upon by the administration and the Association. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- C. No later than February 1 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher shall be advanced to

tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each proba-tionary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing.

- D. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:
 - (1) Annual TB report and required medical information.
 - (2) All teacher evaluation reports.
 - (3) Copies of annual contracts.
 - (4) Teacher's certificate.

- (5) Transcript of academic records.
- (6) Tenure recommendations.

Failure to supply an annual TB report and required medical information, a teacher's certificate, and a transcript of academic records shall be grounds for withholding of pay. The District shall be entitled to rely upon the information last shown on such records for all purposes involving the teacher's employment and this Agreement. Academic information shall be brought up-to-date no later than September 1 of each year to be considered for salary purposes during that year. Such academic information shall be brought up-to-date no later than February 1 of each year for purposes of staff reduction.

- E. The teacher may file a response to any material placed in the teacher's personal file, and said response shall become a part of said file. Material both parties agree to be in error shall be removed from the file.
- F. For the term of this Agreement a guide to teacher evaluation and a teacher evaluation sheet shall be set forth in Appendix B, which is a part of this contract.

Section 11

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Every teacher shall notify the District of any change of name, address or marital status promptly, and in any event within five (5) days after such change has been made. The District shall be entitled to rely upon the teacher's last name, address and marital status shown on its records for all purposes involving his employment and this Agreement.

Section 12

Beginning with September 1, 1973 any semester credit hours which are earned beyond the Bachelors degree must be in the teacher's field of teaching or be approved by a University as applicable toward a Masters, Specialist, or Doctors degree in an education related field or be with the approval of the Superintendent of Schools, in order to be applied to the salary schedule.

Section 13

The Board will provide lunchroom, restroom and private lavatory facilities in each school and at least one room of adequate size furnished with facilities for refreshments which shall be used as a faculty lounge.

Section 14

Teachers shall submit a written report to their principal on forms provided pertaining to all accidents suffered by a student while under their supervision.

Section 15

Any teacher who has had his certified teaching experience interrupted by military experience shall be granted up to two years maximum on the salary schedule.

Section 16

The District may lay off or dismiss any probationary teacher at any time based upon the needs of the program, or if,

in the District's sole discretion, the teacher's performance is deemed unsatisfactory. The probationary period of any non-tenure teacher may be extended, at the District's sole discretion, for a third year. Such teachers shall be notified, in writing, of the reason for such layoff or dismissal, or such probationary period extension. The District may at any time terminate the services of a teacher on the extracurricular schedule, with or without cause.

Section 17

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Being engaged in a mutual endeavor in the public interest, the District and the Association recognize that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and encourage, to the fullest extent, fair and harmonious relations between their respective representatives at all levels, and among all employees of the District whether or not they be covered by this Agreement.

Section 18

The Association may appoint one (1) teacher as an ex officio member of the Board of Education. Such teacher may be present at all public meetings of the Board, and may participate in discussion of Board actions, but shall have no vote. Such teacher shall be given appropriate time on the Superintendent's agenda for the Board meeting.

Section 19

During each school quarter representatives of the Negotiating Committee and the administrative staff together with a member of the Board of Education may meet to discuss the administration of this Agreement and any problems which either party believes exist or may occur in the operation of the School District. An agenda shall be prepared by the parties covering the subjects to be discussed at least ten (10) school days prior to the meeting. Only matters which have first been discussed with the Superintendent of Schools, and where appropriate with the principal of the respective school involved, and which have not

11 thereby been resolved, shall be placed on such agenda.

Section 20

- l Non-economic items to be included in negotiations for the
- 2 1975-1976 school year must be presented by both parties on or
- 3 before April 1, 1975. In the event items, unforeseen, may
- 4 develop after April 1, such items may be included before the
- 5 end of the school year. All other items to be negotiated for any
- 6 succeeding contract shall be presented in writing to the other
- 7 party on or before the final day of school, 1975.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1

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This written instrument, which expresses all of the terms and conditions of employment for teachers applicable during the term of this Agreement, shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. It is the intent of the parties that the grievance procedure set forth herein shall serve as the means for the peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without any interruption or disturbance of any sort whatsoever in the normal operations of the District.

Section 2

Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the grievant as is reasonably possible without interruption of work but in any event the grievance, in order to become the basis for a claim, must be presented within five (5) school days after the grievant knew or should have known if he exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based,

which in no event shall be more than sixty (60) school days from the date of such occurrence or non-occurrence, unless the grievance is a continuous one in which event no more than sixty (60) school days from the date of the most recent occurrence or non-occurrence.

- A. Step 1. The grievance shall be presented to the teacher's immediate principal within five (5) school days after the grievant knew or should have known that the cause of the grievance had occurred. Step 1 grievances may be discussed with the teacher's immediate principal during school hours by the grievant, provided the teacher does not leave the classroom during designated teaching hours without prior approval by the Administration. The grievant may request an additional meeting with the immediate principal in Step 1, at which meeting the building representative may be in attendance. Such meeting shall be held at a mutually satisfactory time and place within seventy-two (72) hours following the teacher's initial discussion with the principal. If the complaint is not resolved at this meeting, it may be presented in writing and appealed to Step 2 of the grievance procedure.
- B. Step 2. Grievances not adjusted by the immediate principal shall be reduced to writing on forms provided by the District (which shall be readily available to teachers or the Association) and shall be dated and signed by the grievant(s) involved. The written grievance shall, within the grievant's first five (5) school days after answer in Step 1 above, be presented by the grievant and/or the Association's representative to the Superintendent of Schools for his written signed disposition. If such presentation is made by the Association's representative, he shall countersign the grievance. The Superintendent shall give his written signed disposition within five (5) school days after such written grievance is presented.
- C. Step 3. If no satisfactory settlement is obtained in Step 2, the written grievance shall, within the grievant's first five (5) school days after answer in Step 2 above, be presented by the teacher and/or the Association's representative to the Board of Education or their designate, for discussion and disposition. If such presentation is made by the Association's representative he shall countersign the grievance. The Board of Education, or its designate, shall give its written signed disposi-

tion within five (5) school days of receipt of the grievance.

D. Step 4. (a) If the grievance remains unsettled, and the Association wishes to carry the matter further, the Association shall file a request for arbitration in accordance with the American Arbitration Association Rules and Procedures within twenty (20) school days after the Board's answer in Step 3.

An arbitrator shall be appointed by mutual agreement of the parties hereto within fifteen (15) calendar days following receipt of a written request for such appointment; provided, however, that in the event the parties hereto are unable to agree upon such arbitrator, then the matter shall be referred to the American Arbitration Association. tion proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits above provided. The arbitrator shall have no authority to substitute his judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the express terms of this Agreement. The principal of progressive discipline shall be followed by the District but if it be determined by the arbitrator that a teacher has been disciplined, including suspension or discharge, for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the District. The arbitrator shall have no jurisdiction or authority concerning any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended). Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

(c) The expenses for the arbitrator shall be shared equally between the District and the Association.

Section 3

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Any grievance not answered within the time limits by the District shall be deemed settled on the basis of the

- Association's last demand. Any grievance not appealed within
 the time limits by the teacher or the Association shall be deemed
 settled on the basis of the District's last answer. Time limits
- 6 may be extended only by mutual written consent.

Section 4

Each grievance when reduced to writing shall contain 1 a clear and concise statement of the subject matter of the 2 grievance, and the relief sought. Such statement may be revised 3 not later than presentation at Step 2 to state the numbers of 4 the Articles and Sections of this Agreement upon which claimant 5 believes himself entitled to relief. No written grievance 6 statement may contain more than one grievance. Any grievance 7 which does not comply with this paragraph shall be returned by 8 the District without action. Grievance meetings beyond Step 1 9 shall be held at mutually agreeable times and places. 10

Section 5

It is the intention of the parties that disputes of any kind be handled through the grievance procedure. Accord-2 ingly, the District, the teachers and the Association, its officers, 3 agents and members, agree that for the duration of this Agreement 4 there shall be no stoppages of work or any acts of any kind 5 whatsoever that would interfere with the operation of the District. 6 Association members will not engage in Association activity 7 during class time, or engage other teachers in Association activity 8 during class time unless prior approval has been obtained from 9 the Administration. 10

Section 6

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School days as used herein shall be interpreted as calendar days during the summer months when school is not in session.

ARTICLE XI - TERM OF THIS AGREEMENT

This agreement shall become effective September 1, 1974, and it shall remain in full force and effect until 2 3 August 31, 1975.

The UPEA of the MEA

Ishpeming Board of Education

APPENDIX A PART 1

1974-75 SALARY SCHEDULE Base \$8,405

Yrs. of					
Exp.	B.A. Degree	B.A.+15 Hrs.	M.A. Degree	M.A.+15 Hrs.	M.A.+30 Hrs.
0	8,405	8,825	9,245	9,665	10,085
1	8,741	9,161	9,581	10,001	10,421
2	9,077	. 9,497	9,917	10,337	10,757
3	9,413	9,833	10,253	10,673	11,093
4	9,749	10,169	10,589	11,009	11,429
5	10,085	10,505	10,925	11,345	11,765
6	10,421	10,841	11,261	11,681	12,101
7	10,757	11,177	11,597	12,017	12,437
. 8	11,093	11,513	11,933	12,353	12,773
9	11,429	11,849	12,269	12,689	13,109
10	11,765	12,185	12,605	13,025	13,445
11	12,101	12,521	12,941	13,361	13,781
12	/	12,857	13,277	13,697	14,117
13		20,00.	13,613	14,033	14,453
14			20,020	14,369	14,789
15				21,000	15,125
13	A STATE OF THE STA				20/220
20	12,437	13,193	13,949	14,705	15,461
25	12,773	13,529	14,285	15,041	15,797

Down 4% = \$336 Across 5% = \$420

APPENDIX A

Part 2

Section 1

The District hereby agrees to provide full family health insurance, Super Med II, for all teachers. The District also agrees to purchase \$10,000 life insurance for each full time teacher, from a company designated by the District. It is further agreed that the District will purchase life insurance on a prorated basis for part*time teachers who are members of the bargaining unit. The District shall provide the above insurance benefits up to a maximum cost of \$53,000.00. Any increase in cost, above the \$53,000.00 maximum, shall be absorbed by the teachers on an individual pro rata basis.

Section 2

Employees continuing in the employment of this District or completing their full school year contractual obligation will be covered on a twelve month basis.

Section 3

Employees discontinuing their employment in the District at any time during the regular school year will be dropped effective on the first of the month following the date of their resignation.

Section 4

New employees, acceptable as members of the bargaining unit, will receive insurance coverage effective when school commences in the fall or immediately if their employment begins during the regular school year.

APPENDIX A - PART 3 SUPPLEMENTAL PAY SCHEDULE

PER CENT		ACTIVITY	PER	CENT		ACTIVITY
		Football				Plays
10%	-	Varsity		3%	-	Christmas - high school
6%	-	Assistant		3% .	-	Christmas - junior high
6%	-	Assistant (if faculty)	2.	2%	-	Senior Class Play
		Flat fee if student				
		(\$100 per week)		6%	-	Yearbook
5%	-	Junior Varsity				
4%	-	JV Assistant	•	2%	-	Class Advisors (4)
4%	-	Junior high (if faculty)				
		Flat fee if student (\$200)		2%	-	Cheerleaders-Senior high
				2%	-	Cheerleaders-Junior high
		Boys Basketball				
11%	-	Varsity		3%	-	Student Council Finance
6%	-	Junior Varsity				
5%	-	Freshman		4%	-	Library - Phelps
5%	-	Junior High				The second secon
6%	-	Girls Basketball		3 wee	ks I	Pre-Season Football -
						at Salary
		Boys Track				
7%	_	Varsity				
5%	_	Assistant		3 WAG	ks F	Band-Phelps-at Salary
4%	_	Junior High		- "CC	110 1	direction at balary
7.0		ounior nigh				
5%	_	Girls Track		Drive	r Fo	ducation
3.9		GIIIS IIdex		DITAG		idea Lion
5%	-	Cross Country		Tr	Car	- 7.06 per hour
5.0		Closs Country				ass - 8.34 per hour
Eo.		Claire		11	I CIC	iss of a / per nour
5%		Skiing				***
40		0-15		Tito sale à		t Astimitics
4%	-	Golf				at Activities -
70		*********		E	ACUNIS	ssion Charged
7%	-	Wrestling			-	1 77 40 20/
5%	-	Assistant		H.S.	Foot	<u>tball</u> - \$8.30/game
5%	-	Tennis		H.S.	Bask	cetball Sr \$11.05/game
				_		
5%	-	Debate		Jr. I	I.S.	Basketball - \$8.30/game
1.3%	-	Forensics		H.S.	Time	ers - \$12.75/game or meet
		Intramurals		H.S.	Othe	er Events - \$2.75/ auditorium
4.1%	-	Junior high boys				
4.1%	-	Junior high girls				
				H.S.	Wres	stling - \$5.55/match
5%	-	Guidance (2)				
				H.S.	Tra	ck - \$7.90/meet
6%	-	Band				
		Senior & Junior High				
6%	_	Vocal				
		Elementary & Secondary				

The above schedule is based on years of experience in the activity plus the percentage of salary in the B.A. or B.A.+15 column of the current salary schedule. EXCEPTION - Guidance and music percentages, if applicable, will be applied to the M.A. column.

1974-75 CALENDAR

Monday, September 2, 1974 - Labor Day

Tuesday, September 3, 1974 - Classes Begin

Thursday, November 28, 1974 - Thanksgiying - No Classes

Friday, November 29, 1974 - No Classes

Friday, December 20, 1974 - Classes End at Regular Time for Christmas Vacation

Monday, January 6, 1975 - Classes Resume

Friday, January 24, 1975 - Records Day

Thursday, March 27, 1975 - Classes End at Regular Time for Easter Vacation

Tuesday, April 1, 1975 - Classes Resume

Monday, May 26, 1975 - Memorial Day - No Classes

Friday, June 6, 1975 - Records Day, Report Cards, Commencement

APPENDIX B

TEACHER EVALUATION SHEET

Directions: X each factor in the square which best expresses the rating. Include further particulars under comments. The detailed outline will explain just what is included under each factor.

*		Superior	Above Average	Average	Needs Improve- ment	Unsatis- factory
I.	Classroom Effectiveness					
•	A. Scholarship of Teacher B. Ability to convey to students	В				
	C. Preparation	C				
	D. Adaptability	D '			in the transfer of the " may be appropriately be an in-	-
	E. Uses a variety of in- structional methods	E				
	F. Meets individual needs	F		!		
	G. Encourages self- motivation and					
	independent thinking	G	-			
	H. Evaluation	H				
	I. Teacher-pupil rapport J. Discipline	I !		1	-	
	o. pracioting	0			1	
.1.	Professional Characteristics A. Degree of professional organization participation B. In-service participation C. Good ethics D. Assignment participation E. Staff relationships F. Overall management	A B C D E F				
III.	Community Relationships A. Effectively interprets the school program to public	A				
	B. Participation in community non-school activities	В	t de la companya de l			
	C. Community deportment (behavior)	С				
IV.	Personal Qualities A. Ability to meet people B. Judgment and tact C. Health	A B C		-		

Needs

Improvement Unsatisfactory

Average

	D.	Personal grooming and					
	-	appearance	D				
		Poise and self control	E	,			
	F.	Cooperation Mental Attitude	G				
	H.		Н				
		Dependability and	11				
		integrity	I				
Com	nents						
1							
Reco	mmen	dations:					
(
		and the same of th	the water to	Date of Cor	The same of the sa	and a second second second second second	
				Date of Con	nference		apterval at Thirmain
	Eva	luator's Signature					
ורריוו	her	s Comments:					
							* **
		•		*			

(The back of this can be used for additional comments)

Teacher's Signature

Superior | Above

Average