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EDUCATION

ASSOCIATION

1970 - 1971

*Leland Board of Education*

6/30/70 - 6/30/71

MEA  
1216 Wendale  
East Lansing, Mich.  
48823

## LELAND EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this 30th day of June, 1970, by and between the Board of Education of the City of Leland, Michigan, hereinafter called the "Board" and the Leland Education Association, hereinafter called the "Association".

### WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of Leland School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

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

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

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

### ARTICLE I

#### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided

that the Association has been given opportunity to be present at such adjustment.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to those are provided elsewhere.

## ARTICLE II

### Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection as long as it shall not interfere with the discharge of his teaching duties. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other Laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. There is hereby established a Professional Study Committee (PSC) composed of six members, three of whom shall be teachers, selected by the Association, and three of whom shall be appointed by the Administration or the Board.
1. The PSC shall meet at least once each marking period to discuss the subjects, mutually agreed upon, relating to the school system.
  2. The parties agree that the PSC serve in an advisory capacity only, and that failure of the Board to adopt any of its recommendations shall not constitute a grievance.
  3. The clerical expenses of the PSC shall be borne by the Board.
  4. Association representatives on the PSC shall be excused from their regular work only if authorized by the Administration.

## ARTICLE III

### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in

Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one year term of this agreement.

- B. Teachers transferring into this system will be given full credit for teaching experience up to 8 years on a bachelor's degree and 10 on the master's schedule. No new teacher shall be placed higher on the salary schedule than teachers presently employed and having equal experience.

#### ARTICLE IV

##### School Calendar and Daily Teaching Hours

- A. The calendar for the school year shall be jointly recommended to the Board each year by the PSC no later than May 1 of each year. This calendar shall be made known to the teachers no later than June 1 of each year.
1. The calendar shall consist of the minimum number of legal attendance days, plus four other contract days. The four other contract days shall be as follows:
    - a. 1 day for a Teachers' Orientation Day prior to school opening, no earlier than 2 days before the opening of school, excluding weekend and Labor Day.
    - b. 2 days---one each for MEA Institutes, dates to be set each year by MEA Region 15.
    - c. 1 day for curriculum study under the general leadership of the PSC.
  2. The fraction of pay to be deducted for the teachers' absence will take into account the legal attendance days plus the 4 extra days.
    - a. The Association is responsible for checking and reporting faculty attendance at the two MEA Conference Days.
- B. Teachers shall be at their assigned places of duty no later than 8:30 AM.
- C. Unless permission is granted by the superintendent, teachers shall leave no earlier than 4:00 PM.

#### ARTICLE V

##### Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.
- B. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certified person.

- C. No substitute teacher shall be employed by the Board for more than 90 days per school year, who possesses less than a provisional or permanent certificate.
- D. In view of a school day of 6 one-hour periods, the normal weekly teaching load in the senior high school will be 20 teaching periods and 5 supervised study periods and 5 unassigned preparation periods. Should the school day be organized into a 7 period day, the normal weekly teaching load in the senior high school will be 25 teaching periods and 5 supervised study periods and 5 unassigned preparation periods. The normal weekly teaching load for junior high school follows the same pattern as for senior high. The normal weekly teaching load for the elementary school will be 28 teaching hours. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the Professional Grievance Procedure hereinafter set forth.
- E. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- F. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by the Administration no later than 30 days prior to opening of the first day of school, unless agreeable to the teacher. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE VI

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily used to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size except for emergency should not exceed the following maxima:

(1) Kindergarten	20 pupils
(2) Elementary school grades (per room)	28 Pupils

- (3) High School--The maximum class size per teacher in the secondary schools shall be as follows:

English	28 pupils
Social Studies	28 ""
General Education	28 "
Mathematics	28 "
Science	28 "
Language	20 "
Business	28 "
Typing	28 "
Vocational Shop (including drafting)	15 "
Homemaking	15 "
Home & Family Living	28 "
Music (band & choral)	no limit in school our size

- B. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, art supplies, athletic equipment, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- C. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- D. All teachers shall have a duty-free lunch period no less than 40 minutes in length.
- E. The Board shall make available for teacher use at least one room, appropriately furnished and cleaned, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. This room shall be kept in a habitable condition by the teachers who use it.
- F. The office telephone facility shall be made available to teachers for their reasonable use.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with regard to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except that the moral conduct of the teacher shall, at all times, be acceptable to the community.
- H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

- I. Should a high school teacher be burdened in excess of five daily classroom sessions, a salary adjustment is to be made. (Study hall supervision does not rank as a class session.)
- J. Teachers are responsible for supervision of home basketball games. Schedule is to be set up by coach and administration. If the teacher cannot be present on scheduled night, it is his responsibility to find a replacement.

## ARTICLE VII

### Leave Pay

Leave with pay shall be granted under the following conditions:

- A. Leave for personal illness of ten days per year shall be allowed. The Board reserves the right to request a doctor's statement regarding sick leave days taken by the teacher.
- B. All of the unused days actually earned shall be added to the teacher's sick leave reserve, provided that such reserve shall not exceed a total of sixty days. The tenure teacher shall be permitted to borrow from the next year's sick leave, if the Board approves, upon signing a promissory note, the amount to be based on salary at the time leave was taken. Emergency leave, not to exceed a total of five days per year, may be granted by the superintendent subject to Board approval for the following reasons:
  - 1. Serious illness, marriage, or death in the immediate family, required appearance in a court of law involving no moral turpitude on the part of the employee, and quarantine. (Immediate family: husband, wife, child, sister, brother, parents, or any other member of the family living in the same household, no matter what degree of relationship.)
  - 2. Death in the family: (Family: immediate family, brothers, and sisters-in-law of both teacher and spouse, and their children.)
- C. A maximum of three days may be allowed for inservice training, without loss of salary.
- D. Two business days per year, not deductible from other leaves, shall be granted, provided that three days notice is given.
- E. Teachers employed on a part-time basis, will be granted leave and personal days in proportion to that fraction of the school year for which they are employed, e.g., one-half time teacher----- five days sick leave.

## ARTICLE VIII

Leaves of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article VII shall be granted a leave of absence for such time as is necessary, but not to extend beyond the current school year, for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absence without pay shall be granted upon application, with time limits to be set by the Board of Education, for the following purposes:
1. Study related to the teacher's license field
  2. Study to meet eligibility requirements for a license other than that held by the teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the school system.
- The regular salary increment occurring during such period shall be allowed.
- C. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within three months after the birth of the child.

## ARTICLE IX

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

The Board shall provide free medical, surgical, or hospital care for teachers injured while performing their school duties.

## ARTICLE X

Protection of Teachers

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.



- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student and in compliance with Board policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the Superintendent.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. In the event that the dismissal of a probationary teacher is being considered, the Board shall guarantee that teacher:
  - (1) A notice that dismissal is being contemplated.
  - (2) A fair hearing before the Board.

## ARTICLE XI

### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing and dated. Probationary teachers shall be evaluated a minimum of two times during the school year, two months following the teacher's commencement of service, and within the fourth month before the close of the school year. Tenure teachers shall be evaluated at least once a year.
- B. Evaluations shall be conducted by the teacher's principal or by the superintendent.
- C. Each observation shall be made in person for a minimum of 20 consecutive minutes. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices, as a means of observation, shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted by the Administration to the teacher at the time of such personal interview or within ten days hereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional competence (as affected by Article VI G, and Article XII)
- E. No later than March 1 of each probationary year, the final, written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher concerned. If the report contains any information not previously discussed with the teacher, or made known to the teacher, the probationary teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the superintendent shall advise the teacher of the reasons by means of a personal conference, and in writing if requested by the teacher. This written statement is to be furnished within 10 days of the request of the teacher concerned. The teacher shall be provided a hearing with the Board where requested.
- F. Each teacher shall have the right upon request to review the contents of his own personal file. Said review is to be in the presence of the

superintendent or his designated representative. A representative of the Association may be requested by the teacher to accompany the teacher in such review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review.

- G. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. A teacher shall be notified by an administrator requesting a conference (if the conference be disciplinary in nature) and the teacher shall be given time for a representative of the Association to be present at the conference if the teacher so desires. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

## ARTICLE XII

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher and, if deemed advisable, to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and upon teacher's written request, to the Association.

## ARTICLE XIII

### Negotiation Procedures

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in written and signed amendment to this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.

- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of The Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition of professional sanctions to discourage teachers from working in the absence of contract.

#### ARTICLE XIV

##### Professional Grievance Procedure

- A. Any teacher or group of teachers of the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existant rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the superintendent of schools.
- B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the grievance is transmitted directly to the superintendent, hw shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in

any court of competent jurisdiction.

- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- F. The costs of any arbitration under this Article shall be shared equally by the Association and the school district.
- G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to the principal or superintendent for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

#### ARTICLE XV

##### Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts are expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of this Agreement of any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Payroll deductions for professional dues.

An authorization form for payroll deductions of MEA-NEA dues shall be signed by members of MEA-NEA who have applied for membership. Pursuant to such authorization the Board shall make or cause to be made, pro-rated deductions of the yearly dues from the regular salary check of the teacher each pay period for ten months.

## ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of June 30, 1970, and shall continue in effect for one year until June 30, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Either party may, by prior written notice given at least 60 days before April, 1971, request negotiations with respect to any terms of or additions to this Agreement. After such written notice is given, the parties shall meet to discuss the matter and if they fail to reach agreement by the dates above set forth, either party may request, and the parties shall follow, the procedure for the resolution of impasses set forth in Article 379 of the Public Acts of 1965, which procedure shall be exclusive.

SCHEDULE A

1970 - 71

Years of Experience	B.A. DEGREE	B.A. PLUS 20 SEMESTER HOURS	M.A. DEGREE
0	\$7400	\$7700	\$8000
1	7770	8070	8370
2	8140	8440	8740
3	8510	8810	9110
4	8880	9180	9480
5	9250	9550	9850
6	9620	9920	10220
7	9990	10290	10590
8	10360	10660	10960
9	10730	11030	11330
10 (1.5 index)	11100	11400	11700
8 yrs. allowed			10 years allowed

1/2 TIME TEACHERS

0	3900	4050	4200
1	4085	4235	4385
2	4270	4420	4570
3	4455	4605	4755
4	4640	4790	4940
5	4825	4975	5125
6	5010	5160	5310
7	5195	5345	5495
8	5380	5530	5680
9	5565	5715	5865
10	5750	5900	6050

These extracurricular activities are to be reimbursed:

Basketball Coach	Varsity	10% of base salary*
"	"	J. V. 5% " " "
"	"	Jr. High 2 1/2% " "
Baseball	"	4% " "
Track	"	4% " "

\*Base salary is the number of years of coaching experience in this system regardless of the number of years teaching experience or place on the salary schedule.

Play direction: \$100. per play. Maximum of 2 per year for entire school.

Supervision of school dinners: \$20.00 per dinner not to exceed 4 per year.  
Basketball banquet included as one of the 4.

Bus chaperones for extracurricular activities: \$5.00 plus admission ticket.

SCHOOL CALENDAR

LELAND PUBLIC SCHOOL

1970 - 71

*Teacher Orientation	September 4
Labor Day	September 7
School Begins	September 8
*M. E. A. Workshop Day	September 30
End of First Marking Period	November 13
Thanksgiving Day Recess	November 26 - 29
Holiday Vacation	December 23 - January 3
Classes Resume	January 4
End of Semester	January 29
*M. E. A. Workshop Day	
End of Third Marking Period	April 2
Spring Vacation	April 9 - 18
Classes REsume	April 19
Last Day of School	June 11

180 Instruction days.

184 contractural days

\*Contractural days not counted as attendance days.

1 day to be taken out for curriculum.