

June 1972

AGREEMENT
between the

SOUTH LAKE
BOARD OF EDUCATION

and the
SOUTH LAKE
EDUCATION ASSOCIATION

September 1969 - June 1972

AGREEMENT

This Agreement entered into this 16th day of September, 1969 by and between the BOARD OF EDUCATION OF THE DISTRICT OF SOUTH LAKE SCHOOLS, St. Clair Shores, Macomb County, Michigan, hereinafter called the "BOARD", and the SOUTH LAKE EDUCATION ASSOCIATION, hereinafter called the "ASSOCIATION".

ARTICLE I

Recognition

A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all Certified Teaching Personnel under contract, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Assistant Superintendent for Business, Administrative Assistant, and Athletic Director. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above defined, and references to male teachers shall include female teachers.

B. The BOARD agrees not to negotiate terms and conditions of employment with any teachers' organization other than the ASSOCIATION for the duration of the 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 an opportunity to be present at such adjustment.

C. At the beginning of their employment hereunder, teachers may sign and deliver to the BOARD an assignment authorizing deduction of membership dues or assessments of the ASSOCIATION (including the National Education Association and the Michigan Education Association) upon such conditions as are presently in effect. Any changes shall be mutually agreed upon. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted with reasonable promptness to the ASSOCIATION. Such authorization shall continue in effect for the duration of the contract unless revoked in writing by the member.

D. Service Fee: Any teacher who is not a member of the ASSOCIATION and who does not make application for membership, shall, as a condition of employment, pay to the ASSOCIATION an amount equal to the ASSOCIATION'S regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Teachers who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be discharged by the School District.

ARTICLE II

Teacher Rights and Responsibilities

A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law or BOARD policy.

B. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the BOARD or its representatives which are not inconsistent with this Agreement.

C. The ASSOCIATION may use school building facilities at all reasonable hours for meetings, subject to the reasonable rules and regulations which uniformly apply to the use of school facilities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the ASSOCIATION either on or off school premises. Bulletin boards, teacher mailboxes, and school mail shall be made available to the ASSOCIATION.

D. The BOARD agrees to make available to the ASSOCIATION in response to reasonable requests from time to time information which the ASSOCIATION requires to process grievances, to administer this Agreement and to formulate contract proposals.

E. Classroom teaching practice must be consistent with the curriculum goals and procedures which are established by the Professional Study Committee and accepted by the BOARD OF EDUCATION.

F. The BOARD recognizes that the Code of Ethics of the Education Profession is considered by the ASSOCIATION and its membership to define acceptable criteria of professional behavior. The ASSOCIATION shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

G. 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. The BOARD, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the ASSOCIATION. The ASSOCIATION will use its best efforts to correct breaches of professional behavior by any teacher, provided that any such efforts shall not preclude any action by the BOARD or its agents.

H. 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 rules or delinquency in professional performance. 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.

I. 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, including adverse evaluation of teacher performance asserted by the BOARD or representative thereof 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 the ASSOCIATION.

ARTICLE III

Professional Compensation

A. The compensation of teachers covered by this Agreement is set forth in appendices as attached to and incorporated in this Agreement. Such compensation schedules shall remain in effect during the designated period.

B. All new teachers shall be given year for year credit up to a maximum of five years on the salary schedule set forth in Appendix B for fully certified years of outside teaching experience in any school district in the State of Michigan or other fully certified teaching experience in a school district accredited by a recognized accrediting agency. Like credit shall be granted for persons who have work experience comparable to certification standards.

C. A teacher engaged during the school day in negotiating in behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance negotiation with the BOARD OF EDUCATION, including arbitration, shall be released from regular duties without loss of salary provided that the above proceedings are mutually agreed upon by the BOARD or its representatives and the ASSOCIATION.

D. The daily salary rate of a teacher shall be computed by dividing the individual's contractual salary by the number of days on the negotiated calendar for which teachers are expected to report for duty.

E. A mileage allowance as established by the BOARD OF EDUCATION shall be paid for the use of personal cars on field trips or other business of the district. The BOARD shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section. Payment will be made only upon proper certification. Each trip must receive prior authorization. See Appendix C for exceptions.

F. Monetary compensation and/or released time for newly created extra duty positions charged to the teachers' salary accounts or changes

in either form of compensation for existing extra duty positions shall be mutually agreed upon before becoming effective.

G. A teacher assigned an additional regularly scheduled high school class shall have his contract increased by one-fifth for the duration of that class.

H. A teacher who teaches a class on a temporary substitute basis shall be paid in the high school $1/5$ per diem rate and in the junior high school $1/6$ per diem rate of the beginning B.A. step on the salary schedule.

ARTICLE IV

Teaching Hours - Teaching Loads

A. The school calendar for 1969-70 shall be set forth in the annexed appendix. The parties will negotiate with respect to the school calendar for subsequent years.

B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after close of the pupils' regular school day. Teachers are to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly by the teacher.

C. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the junior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods. The present teachers day in the elementary schools will be retained according to the present teaching schedule. No departure from these norms, except in case of emergency, shall be made without prior consultation with the ASSOCIATION. In the event of any disagreement between the representative of the BOARD and the ASSOCIATION as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

D. All teachers shall be entitled to a duty free uninterrupted lunch period equivalent to a regular class hour, in no event less than fifty minutes.

E. All elementary teachers will be provided with one fifteen minute relief time per day.

F. When possible, suitable substitutes will be provided for special classes. The BOARD will prepare a list of substitute teachers who are available and have the proper background in each of the special areas.

ARTICLE V

Teaching Assignments

A. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the ASSOCIATION shall be so notified in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purposes of this article as not to extend beyond the current school year.

B. Teachers may file a written request with their principal for preference of:

1. level (primary or intermediate)
2. grade (secondary)
3. subject
4. department assignment
5. extra-curricular assignment

Such requests shall be kept active for the school year for which filed. These requests shall be given consideration on the basis of length of service in the District, priority of the request in the event of equal service, and competency of the individual in the judgment of the administration as vacancies occur in the District. A teacher whose request was not acted upon may request a written explanation.

In order that teachers not be "frozen" into positions, a teacher upon request shall be relieved of a section within a grade or level, or extra-curricular activity after a period of not more than one year after the teacher makes such a request.

Requests for the following school year assignments shall be made by March 15.

Before the BOARD lays off any teacher it will first negotiate with the ASSOCIATION regarding the effects of a reduction in personnel. This process will include, but not be limited to, such problems as the criteria used for the determination as to who will be laid off and the re-employment rights of such persons. Length of service in the District shall be the primary consideration in the retention of a teacher. Competency, qualifications and related factors shall also be given serious consideration.

ARTICLE VI

Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the ASSOCIATION and the BOARD. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day

should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Because the pupil-teacher ratio is an important aspect of an effective educational program the parties agree that class size should be lowered wherever possible to provide the best possible conditions for classroom instruction.

Whenever practical, class size should not exceed 30 pupils to one classroom teacher on a district wide average. Additionally, individual class sizes should not exceed 35 at the elementary level nor should they exceed North Central Association recommendations at the secondary level. Final determination of class size on the secondary level shall be based on official membership day class counts. In the event individual class sizes exceed suggested maximums, the BOARD agrees to discuss such situations with the ASSOCIATION with the objective of achieving a practical solution.

Nothing in this section shall preclude local faculty agreements designed to provide for individual differences among children. Further, innovation and experimentation using variable group sizes in the interests of improvement of instruction is encouraged.

B. The parties will confer from time to time for the purpose of improving the selection and use of educational materials and equipment, such as appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires.

C. To relieve teachers of non-professional responsibilities, the BOARD and the ASSOCIATION agree to study and to recommend provisions for the implementation of using aides to perform non-teaching functions.

D. The BOARD shall make available in each school adequate lunch-room, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

E. Upon the request of the ASSOCIATION, vending machines shall be installed in the teachers' lounges. The proceeds from such machines shall be placed in a student scholarship created for that purpose. Said scholarship fund shall be administered by the ASSOCIATION. Machines shall be maintained by the ASSOCIATION and/or vendors.

F. Adequate parking facilities shall be made available to teachers.

G. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

H. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied by both parties 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 for all pupils.

ARTICLE VII

Vacancies and Promotions

A. Whenever a vacancy in an administrative position shall occur, or when a new administrative position is created, the BOARD shall publicize the same by giving written notice of such vacancy and shall provide a job description to the ASSOCIATION. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the BOARD agrees to consider the professional background and attainments of all applicants, their length of service in the District, and other relevant factors. An applicant with less service in the District shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. Service in the District, for purposes of this Agreement, shall mean continuous employment in the District, including substitute service, irrespective of tenure status.

C. Any teacher who shall be or has been transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

D. Whenever a teaching vacancy occurs, the President of the ASSOCIATION shall be notified immediately.

ARTICLE VIII

Transfers

A. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be given to the ASSOCIATION.

ARTICLE IX

Sick Leave

A. Sick leave shall accumulate in a single bank at the rate of ten (10) days per year. Three of these days may be used for personal reasons. Except for days immediately preceding or following school vacations, the personal days shall not be subject to questioning.

B. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox, reasonably shown to be attributable to a source in the school, shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed ten (10) school days.

C. Sick Leave Bank

The BOARD and the ASSOCIATION will continue the sick leave bank. All tenure employees covered by the bargaining Agreement may participate on a voluntary basis.

In 1967 the BOARD made an initial contribution of 100 days with each employee enrolling contributing one day of his sick leave to the bank each year until the number of days in the bank at the start of the school year exceeds 500. No further contribution will be made until the bank is depleted to 350 days or less at the end of any school year. Additions will be made to the bank according to the above limitations at the beginning of each school year.

In the event of illness or injury any participating member may make application to withdraw days from the bank subject to the following regulations:

1. There will be a waiting period of 20 school days **after** the beginning of each illness or injury before a member will be eligible to draw upon the bank.
2. A relapse shall be considered a part of the illness or injury with no waiting period.
3. If more than one member qualifies at one time, they shall share the bank until recovery or the bank is depleted.
4. Members may use their accumulated individual sick leave days before drawing upon the bank, and after if the bank becomes depleted or the personal limitation is exceeded.
5. A maximum of 65 days each school year can be drawn from the bank by any one individual.
6. Any monies received by an injured person from Workmen's Compensation shall be deducted from the members regular salary and the time prorated against the bank.

7. A doctor's statement may be required at any time by the superintendent of the school district or the president of the ASSOCIATION.
8. Absence due to pregnancies will not be eligible for bank participation.
9. Only tenure teachers will be eligible for participation in the sick leave bank.
10. Any teacher who qualifies for Social Security, Workmen's Compensation, or Michigan Teachers Retirement Disability Benefits shall be excluded from participation in the sick leave bank.
11. A Sick Leave Committee of the ASSOCIATION shall be created to assist the superintendent of the school system in making evaluations concerning questionable absences.
12. The ASSOCIATION will collect authorization cards and forward to the business office no later than the first Monday following the opening week of school.
13. Any member wishing to withdraw from participation in the bank must leave any days already contributed in the bank. Any member who wishes to join at a later date must contribute one day for each year retroactive to their date of eligibility.

ARTICLE X

Leaves of Absence

Upon return from any approved leave, a tenure teacher shall be restored to his former position, seniority and status provided that the teacher holds a valid teaching certificate. The BOARD, at its discretion, may grant the above privileges to non-tenure teachers.

A. Any tenure teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary but not to exceed five years for complete recovery from such illness.

B. Any tenure teacher may apply for a leave of absence without salary, except in the case of a sabbatical leave, for any of the reasons outlined below. Such leaves shall not be withheld unreasonably, and the regular salary increment occurring during such period shall be allowed. Leaves used for purposes other than those reasons for which they were granted shall be null and void.

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for a license in a field of education other than that held by the teacher.

- (3) Study, research or special teaching assignments involving advantage to the school system as determined by the BOARD.
- (4) Leave of absence without pay may be granted of up to two years to any teacher who joins the Peace Corps, Teacher's Corps or Job Corps as a fulltime participant in such program.
- (5) Teachers who have been employed in the South Lake Schools for at least seven years may be granted a sabbatical leave for one year for full time study. With BOARD approval sabbatical leave may be granted for travel directly connected with the teacher's major field of study. During said sabbatical leave the teacher shall be considered to be in the employ of the BOARD and shall be paid one-half of his annual salary and all other supplemental benefits that are made available to other contractual personnel in accordance with BOARD policy. Grants and stipends shall not affect sabbatical pay except that these funds added to sabbatical pay shall not exceed the teacher's annual salary.
- (6) Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

C. In addition any tenure teacher may apply for other types of leaves of absence without salary as provided below. Such leaves shall not be withheld unreasonably, but the regular salary increment occurring during such leave shall not be allowed.

1. A maternity leave shall be granted without pay to any tenure teacher, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one school month of the end of the semester. The teacher's return from a maternity leave of absence shall coincide with the beginning of the school year or semester and shall be at least six (6) months, but not more than two (2) years, following the date of the child's birth; provided, however, that the teacher is certified and qualified for a position in accordance with the Michigan Teacher Tenure Act.
2. Teachers who are officers of the ASSOCIATION or are appointed to its staff shall, upon proper application, be given leave of absence without pay for the purpose of performing duties for the ASSOCIATION, but not to exceed three years.
3. The BOARD shall grant a leave of absence without pay to any teacher to be a candidate for, or serve in, a public office; but not to exceed three years.

ARTICLE XI

Terminal Leave

A terminal leave of Thirty-Five (\$35.00) Dollars per year of service in the District will be paid upon the retirement of any teacher provided the teacher has been employed in the district for ten (10) years.

ARTICLE XII

Insurance Protection

A. The BOARD shall provide without cost to the employee group life insurance protection which shall pay the designated beneficiary the sum of \$10,000 upon death of the employee.

B. The BOARD shall provide without cost to the employee hospitalization, medical and surgical insurance protection for full family coverage under the Blue Cross, Blue Shield Master Medical plan with the following provisions:

1. Employees terminating employment in June must submit July, August, and September premiums to maintain coverage through the summer.
2. New employees wishing coverage effective September 1st must complete and file the proper enrollment forms and pay any employee portion of the premium for September by August 15th.

C. The BOARD shall provide an opportunity for the employee to invest in a variable tax sheltered annuity program.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personal file, except as to information delivered in confidence from sources outside the District. A representative of the ASSOCIATION may be requested to accompany the teacher in such review.

C. The Professional Study Committee shall study teacher evaluation procedures including a team approach to evaluation in conjunction with data supplied by the Tenure Committee. Based on this study, a new evaluation procedure shall be tested at the elementary and secondary level during the 1969-70 school year. At the end of that year, the Professional Study Committee shall make recommendations to put those procedures found desirable and applicable into effect throughout the District for the 1970-71 school year.

ARTICLE XIV

Protection of Teachers

A. Whenever it appears that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the BOARD will continue its present policy of assisting the teacher with respect to such pupil.

B. Any case of assault upon a teacher by a pupil or parent 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.

C. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished by the BOARD in accordance with the Michigan Workmen's Compensation Act.

ARTICLE XV

Negotiation Procedure

A. The parties undertake to cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving matters of mutual concern.

B. In the event the salary schedule is reopened for negotiation by either party, as herein provided, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the BOARD.

ARTICLE XVI

Grievance Procedure

A. Any teacher or the ASSOCIATION, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the principal in his school building or the immediate supervisor when the particular grievance arises in more than one building. Any grievance must be filed within five (5) school days of the alleged violation or five (5) school days of the time that the grievant had, or should have had, notice of the alleged violation.

B. Within five (5) school days of receipt of the grievance the principal or immediate supervisor shall meet with the building representative of the ASSOCIATION and respond to the grievance. Affected teacher may or may not be present at such meeting.

C. If the teacher or the ASSOCIATION does not accept the decision of the principal or immediate supervisor, the teacher or the ASSOCIATION will have the right to appeal to the superintendent within five (5) school days. The superintendent shall have five (5) school days after receipt of the appeal to approve or disapprove the grievance.

D. If the grievance shall be denied by the superintendent, the teacher or the ASSOCIATION shall have five (5) school days in which to appeal his decision to the BOARD.

At its next regular or specially scheduled meeting following receipt of the grievance, the BOARD shall hear the grievance. A representative designated by the ASSOCIATION may appear before the BOARD at such regular or specially scheduled meeting to present the position of the ASSOCIATION. Within five (5) school days after such meeting the Secretary of the BOARD will advise the ASSOCIATION of the BOARD'S disposition of the grievance and reasons in support thereof.

E. If the decision of the BOARD is not satisfactory to the ASSOCIATION, within ten (10) school days thereafter, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, a request for a list of seven (7) arbitrators shall be made to the Federal Mediation and Conciliation Service. Beginning with the ASSOCIATION, the ASSOCIATION and the BOARD shall alternately strike a name from such list until only one (1) person remains, who shall be the arbitrator. The BOARD and ASSOCIATION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. 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.

G. If the BOARD believes there has been a violation, misinterpretation or misapplication of any provision of the Agreement, it may file a grievance against the ASSOCIATION. Representatives of the parties shall meet within ten (10) school days after receipt of such grievance. If the parties are unable to resolve their dispute, the positions of each party shall be reduced to writing and the BOARD may submit the dispute to arbitration in the same manner as is provided in Paragraph D hereof.

H. Any grievance not appealed from a decision at one step of the above procedure to the next step within the prescribed time limit shall be considered as dropped and not subject to further appeal.

I. All responses in the grievance procedure shall be in writing.

ARTICLE XVII

Professional Study Committee

The BOARD and the ASSOCIATION agree to continue their support of the Professional Study Committee. Any change in the present structure will be mutually agreed upon by both parties.

ARTICLE XVIII

Teacher Employment Policies

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, with the exception of vocationally certified teachers who are teaching vocational classes.

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 certificated person.

No substitute teacher shall be employed by the BOARD for more than 90 days per school, who possesses less than a provisional or permanent certificate.

ARTICLE XIX

Miscellaneous Provisions

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

B. The ASSOCIATION recognizes that the BOARD has responsibilities and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

C. This Agreement shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms.

D. If any provision of the Agreement or any application of the Agreement shall be 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.

E. Copies of this Agreement titled "Professional Agreement between the South Lake Schools and the South Lake Education Association, M.E.A.-N.E.A.", shall be printed at the expense of the BOARD within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the BOARD. Further, that the BOARD shall furnish 150 copies of the Master Agreement to the ASSOCIATION for its use.

F. The BOARD agrees to grant the ASSOCIATION up to eight (8) business days per year for attendance at professional functions. In addition, the President of the ASSOCIATION shall be granted up to four (4) additional days to conduct ASSOCIATION business. The BOARD and the ASSOCIATION further agree to share the cost of paying any substitutes required on a 50/50 basis for any of the said days.

ARTICLE XX

Duration of Agreement

A. This Agreement shall be effective as of the date of its execution and shall continue in effect until June 20, 1972, subject, however, to the provisions of this Article. Either party may, not earlier than January 1st nor later than March 15th of any year of this Agreement, present a request to the other party to renegotiate "the class size provision" and "the economic provisions" of this Agreement. "The economic provisions" of this Agreement shall mean, for this purpose, only (a) the Salary Schedule and Supplementary Schedules referred to in Article III, (b) Leave Pay referred to in Article IX or Insurance Protection referred to in Article XII. Except as herein provided, neither party shall demand any modifications to this Agreement nor shall either party be obligated to bargain collectively with the other with respect to any matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered herein even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.

B. No extensions or modifications of this Agreement shall be binding unless reduced to writing and signed by the parties.

BOARD OF EDUCATION OF THE DISTRICT
OF SOUTH LAKE

By Richard A. Gregory
President

By Robert J. Koyssell
Vice President

By George E. Ditch
Secretary

By Raymond E. Larson
Treasurer

By J. Richard Ogden
Trustee

By Flacidus D. Angelo
Trustee

By Lillian D. Zinske
Trustee

By Joseph W. Earhart
Superintendent

By Paul M. White
Assistant Superintendent

By Robert Morgan
Assistant Superintendent for Business

SOUTH LAKE EDUCATION ASSOCIATION

By John M. Mank
President

By Sandra M. Harris
Secretary

By James P. Spulso
Chairman, Negotiating Committee

By James L. Medler
Co-Chairman, Salary Committee

By Frederick J. Schultz
Co-Chairman, Salary Committee

By John W. Smith
Committeeman

By Lois E. McKay
Committeeman

- Appendix A. - School Calendar
- B. - Basic Teacher Salary Schedule
- C. - Supplemental Compensation Schedule 1969-1970
- D. - Extra Activities Percentage of Applicable Basic Salary
- E. - Code of Ethics

APPENDIX A

School Calendar 1969-1970

Thursday	August 28	New teachers report for orientation
Friday	August 29	New teachers report for orientation
Monday	September 1	Labor Day - no school
Tuesday	September 2	Faculty meetings
Wednesday	September 3	Registration and classes begin (Elementary school will be in session during the morning.)
Thursday	October 16*	M.E.A. Institute
Wednesday	November 26	Thanksgiving recess - end of day
Thursday	November 27	Thanksgiving - no school
Friday	November 28	No school
Monday	December 1	Schools reopen
Tuesday	December 23	Christmas recess - end of day
Monday	January 5	Schools reopen
Thursday	March 26	Easter recess - end of day
Monday	April 6	Schools reopen
Friday	May 29	No school - Memorial Day weekend
Wednesday	June 10	Classes end in the secondary schools
Thursday	June 11**	Classes end at noon in the elementary schools. Record day for secondary teachers. Elementary teachers will use the afternoon for records.
Friday	June 12	Record day and end of school year

* One additional day be set aside sometime during the year for in-service training.

** In addition, an in-service record day for elementary teachers will be arranged between May 20, 1970 and June 5, 1970.

APPENDIX B

Basic Teacher Salary Schedule 1969-1970

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>SPECIALIST</u>
1.	\$ 7,550	\$ 7,800	\$ 8,400
2.	7,900	8,350	8,950
3.	8,250	8,900	9,500
4.	8,600	9,450	10,050
5.	8,950	10,000	10,600
6.	9,300	10,600	11,200
7.	9,650	11,200	11,800
8.	10,000	11,800	12,400
9.	10,350	12,400	13,000
10.	10,700	13,000	13,600
11.	11,050	13,600	14,200
12.	11,400		

APPENDIX C

Supplemental Compensation Schedule
1969 - 1970

Permanent Substitute Teacher Salary

Degreed and full certification. $\frac{1}{2}$ of 1% of B.A.
Base per day

Additional Annual Payments

	Basic Salary Plus	Car Allowance
Visiting Teachers	\$ 500.	\$ 300.
Diagnostician	500.	300.
Other Special Education Teachers.	300.	
Speech Correctionists	300.	300.
Reading Clinicians.	300.	
Elementary Librarians		150.
Elementary Instrumental		300.
Audio-Visual Aids Director.	10%	300.

Credit hours beyond degrees:

1. Reimbursement for semester hours earned beyond a Bachelor's Degree is \$15.00 per semester hour with the exception of the first ten hours beyond the B.A. required for permanent certification. Reimbursement is limited to 24 hours or \$360. in this category. When the Master's Degree is granted the teacher's salary shall be changed to the appropriate step on the M.A. salary schedule.
2. Reimbursement for approved graduate semester hours beyond the Master's Degree up to 30 hours shall be at the rate of \$15.00 per semester hour. When the Specialist's Degree is granted the teacher's salary shall be changed to the appropriate step on the Educational Specialist's Degree salary schedule.
3. Reimbursement for semester hours beyond the Educational Specialist's Degree on an approved Doctoral program will be paid at a rate of \$15.00 per semester hours.
4. Evidence of hours earned will be accepted no later than September 15, at which time the final salary adjustment for the current school year will be made.

APPENDIX D

Extra Activities Percentage of
Applicable Basic Salary

Dramatics (Per Play)	3%
Senior Class Business Manager	7%
Senior High School Band Director	5%
Junior High School Band Director	3%
Junior High School Vocal Music Director	2%
Senior High School Vocal Music Director	7%
Senior High School Audio-Visual Technician	4%
Senior High School Yearbook Advisor.	7%
Junior High School Yearbook Advisor.	3%
Senior and Junior High School Counselling. (two weeks extra).	5%
Senior High School Debate Coach	4%
Senior High School Forensics Coach	2%
Senior High School Student Council	5%
Junior High School Student Council	3%
Basketball	
Senior High School Head Coach	9%
Senior High School Assistant Coach	7%
9th Grade Coach.	6%
8th Grade Coach.	5%
7th Grade Coach.	5%
Football	
Senior High School Head Coach.	9%
Senior High School Assistant Coach	7%
Senior High School Assistant Coach	7%
Junior Varsity Coach	7%
9th Grade Coach	6%
8th Grade Coach	5%
7th Grade Coach	5%
Baseball	
Senior High School Head Coach.	7%
Senior High School Assistant Coach	6%
9th Grade Coach	5%
8th Grade Coach	4%
7th Grade Coach	4%
Track	
Senior High School Head Coach.	7%
Senior High School Assistant Coach	5%
Junior High School Coach	4%

Cross Country	
Senior High School Head Coach.	5%
Hockey	
Senior High School Head Coach.	7%
Golf	
Senior High School Head Coach.	3%
Softball	
Senior High School Girls Coach	3%
Cheerleading	
Senior High School Coach	3%
Junior High School Coach	3%
Tennis	
Senior High School Head Coach.	5%
Wrestling	
Senior High School Head Coach.	5%

The following activities receive a percentage of the B.A. schedule steps 1 - 4; the level to be determined by the experience in the activity:

G.A.A.	
Senior High School Supervisor.	3%
Junior High School Supervisor.	3%
Elementary Duties	
Safety Patrol Sponsor.	1 $\frac{1}{2}$ %
Service Squad Sponsor.	1 $\frac{1}{2}$ %
Choir Director	1 $\frac{1}{2}$ %
Physical Education	
after school program Sponsor	1 $\frac{1}{2}$ %

APPENDIX E

Code of Ethics of the Education Profession Adopted by the NEA Representative Assembly, July 1968

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.

6. Shall not use professional relationships with students for private advantage.

7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator -

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.

2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.

3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.

5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgement, nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPLE III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of

the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to professional employment practices, the educator -

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.

5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.

6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

7. Shall not misrepresent his professional qualifications.

8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator -

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparations and legal qualifications.

2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.

3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of changes in availability or nature of a position.

5. Shall not accept a position when so requested by the appropriate professional organization.

6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.

7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.

8. Shall not delegate assigned tasks to unqualified personnel.

9. Shall permit no commercial exploitation of his professional position.

10. Shall use time granted for the purpose for which it is intended.

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1970-71 Agreement Extension South Lake 6

Agreement Extension
between the
South Lake Board of Education
and the
South Lake Education Association

South Lake Board of Education

The South Lake Schools and the South Lake Education Association will enter the second year of a three year Master Teaching Contract beginning June 20, 1970. The following modifications are accepted as of June 20, 1970 as extensions of the Agreement between the South Lake Board of Education and South Lake Education Association, entered into on the 3rd day of June, 1970, in accordance with Article XX, Section A of that Agreement.

ARTICLE VI
Section A - Paragraph 3
Class Size

"Whenever practical, class sizes should not exceed thirty pupils to one classroom teacher. Additionally, individual class sizes shall not exceed thirty-three at the elementary school level, except by mutual consent, nor should they exceed North Central Association recommendations at the secondary level. Final determination of class counts shall be made on official membership day.

"In the event individual class sizes exceed thirty-three in the elementary school or are above North Central Association recommendations in the secondary school, the Board agrees to discuss such situations with the Association and the teacher(s) involved with the objective of achieving a practical solution. If a solution is not reached within 21 calendar days, the matter may be submitted to the grievance procedure."

ARTICLE IX
Sick Leave

1. Long term - Short term disability.
2. Provide three days all of which could be P.B. but none of which are accumulative. Personal sick leave days previously accumulated could be used as first five days of short term.
3. Pay off previously accrued sick leave days at a rate of \$25/day when a person leaves the school system permanently (resignation or retirement). To be eligible a person must have completed a minimum of 12 full years in South Lake as a fully certified and full time teacher.

MEA
1216 Mendota; East Lansing, Mich. 48823

ARTICLE XII
Insurance Protection
Section B

B. The BOARD shall provide without cost to the employee hospitalization, medical and surgical insurance protection for full family coverage under the Blue Cross, Blue Shield MVF 1 and Master Medical plan with the following provisions:

1. Employees terminating employment in June must submit July, August and September premiums to maintain coverage through the summer.
2. New employees wishing coverage effective September 1st must complete and file the proper enrollment forms and pay any employee portion of the premium for September by August 15th.

The above plan includes the following riders:

1. M.L. Rider excludes \$5.00 deductible clause.
2. I.M.B. (Immediate Maternity Benefit) OB Rider - Pre and Post-Natal Care - immediate maternity benefits.
3. DCCR Rider (Dependent Child Care through age 25) for those who need it, will be paid by the Board.
4. D 45 NM Rider - provides 45 days hospital care for nervous disorders.

APPENDIX B
Basic Teacher Salary Schedule 1970-71

	<u>B.A.</u>	<u>M.A.</u>	<u>Ed. Specialist</u>
1	\$ 8,000	\$ 8,600	\$ 9,200
2	8,400	9,200	9,800
3	8,800	9,800	10,400
4	9,200	10,400	11,000
5	9,600	11,000	11,600
6	10,000	11,600	12,200
7	10,400	12,200	12,800
8	10,800	12,800	13,400
9	11,300	13,400	14,000
10	11,800	14,000	14,600
11	13,000	15,025	15,625