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Lake Shore (St. Clair Shores) Schools

COLLECTIVE BARGAINING AGREEMENT

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Michigan State University

between

BOARD OF EDUCATION, LAKE SHORE PUBLIC SCHOOLS

and

LAKE SHORE FEDERATION OF TEACHERS

St. Clair Shores, Michigan

MEA  
1216 Wendale  
East Lansing, Mich. 48823

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LAKE SHORE BOARD OF EDUCATION  
LSFT COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967 between the Board of Education of the LAKE SHORE PUBLIC SCHOOLS hereinafter called the BOARD and the Lake Shore Federation of Teachers, AFT hereinafter called the FEDERATION.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, at a representation election held on March 8, 1966 the FEDERATION was selected by a majority of the employees of the BOARD covered by this agreement as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and was thereafter duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan, and

WHEREAS, the BOARD recognizes that teaching is a profession, and

WHEREAS, the FEDERATION recognizes that the BOARD under law has the final responsibility for establishing rules and regulations and policies for the proper establishment, maintenance, management and carrying on of the public schools of the district, and

WHEREAS, during the 1965-66 and 1966-67 school years collective bargaining negotiations have been conducted between representatives of the parties during which certain understandings were reached and the parties now mutually desire to incorporate such understandings into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived the parties respectively agree:

ARTICLE I

RECOGNITION

Section 1. Purpose

The parties hereby enter into this agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. Definitions

- (A) BOARD shall mean the Board of Education of the Lake Shore Public Schools.
- (B) FEDERATION shall mean the Lake Shore Federation of Teachers, AFT.
- (C) TEACHER shall mean any member of the bargaining unit except a nurse as hereinafter defined. A full-time teacher is one whose assignment is for half time or more.

- (D) NURSE shall mean any registered nurse who is a member of the bargaining unit and employed in the School Health Service. A full-time nurse is one whose assignment is for half time or more.
- (E) EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined.
- (F) BUILDING REPRESENTATIVE shall mean representative of the FEDERATION or his alternate designee in each school building.
- (G) ADMINISTRATOR shall mean any employee of the BOARD who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.
- (H) SCHOOL shall mean any work location within the school district, provided, it is understood the provisions of this agreement shall apply to an employee while engaged in a field trip or other authorized school function outside of the district.
- (I) In the construction of the words used in this agreement whenever the singular number is used it shall include the plural and whenever the masculine is used it shall include the feminine.

### Section 3. Recognition of Federation

The BOARD recognizes the FEDERATION in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all certificated instructional personnel employed by the BOARD and school nurses excluding the superintendent, assistant superintendents, administrative assistants, curriculum coordinator, director of special education, director of vocational education, principals and assistant principals, and such other executive or supervisory positions as may be established hereafter by the BOARD.

### Section 4. Exclusive Collective Bargaining Agreement

The BOARD shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this agreement.

### Section 5. Nondiscrimination

The FEDERATION agrees to maintain its eligibility to represent all employees by continuing to admit such employees to membership without discrimination on the basis of race, creed, color, age, national origin, sex, marital status, or any other basis and to represent equally all employees without regard to their membership, participation in, or association with the activities of any employee organization. The BOARD agrees to continue its policy on nondiscrimination against any employee on the basis of race, creed, color, age, national origin, sex, marital status or membership, participation in or association with the activities of any employee organization.

### Section 6. Employees' Right to Join Organization

The BOARD recognizes that each employee has the right to organize, join and support any collective bargaining organization or any other professional organization but membership in any such organization shall not be required as a condition of employment.

## Section 7. Authority of Board

It is mutually agreed that there is reserved exclusively to the BOARD all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and consitiutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this agreement. It is understood and agreed that the BOARD may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the district.

## Section 8. Effect on Existing Individual Contracts

The parties are not in agreement as to the legal requirements for the BOARD to enter into individual written contracts with any of the employees covered hereby. Provided, however, that any such individual contracts there may be between the BOARD and any employee shall be subject to this agreement and each of the terms and conditions hereof shall control and supersede any provision of such contracts in conflict therewith.

## Section 9. Distribution of Agreement

The BOARD shall cause the preparation of sufficient copies of this agreement to be made for distribution by the FEDERATION to each employee covered hereby.

## Section 10. Strikes Prohibited

The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the FEDERATION agrees that no employee shall strike as defined in Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this agreement. Any employee who violates this provision shall be subject to discharge in the discretion of the BOARD in accordance with the procedural requirements of said Act 379.

## Section 11. Scope of Agreement

The parties hereto mutually acknowledge that this agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law to enter into a collective bargaining agreement during the term herof and they respectively acknowledge that many matters were considered in negotiation which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof. Provided, the BOARD will not change any existing policy relating to rates of pay, wages, hours of employment or other conditions of employment which may not be expressly set forth or otherwise incorporated by reference in this agreement without collective bargaining and agreement with the FEDERATION.



## ARTICLE II

### FEDERATION MATTERS

#### Section 1. Federation use of School Rooms

The FEDERATION may use available and appropriate rooms in the schools for its meetings after school hours and otherwise in accordance with the same policies heretofore or hereafter established by the BOARD for the use of such premises by any other group or organization, provided, the BOARD shall not change any policy it may now or hereafter establish for the use of such premises in a manner so as to discriminate against the FEDERATION or otherwise prohibit their use of such premises in accordance with the intent of this provision.

#### Section 2. Bulletin Boards

The BOARD shall provide one (1) separate bulletin board of approximately 3 feet by 4 feet in size in each teacher's lounge for the exclusive use of the FEDERATION for posting any and all materials or literature pertaining to the business of the FEDERATION except any such materials or literature of a political nature.

#### Section 3. Federation use of Mail Boxes

The FEDERATION may place any materials or other literature pertaining to the business of the FEDERATION except of a political nature in the school mail boxes.

#### Section 4. Federation Paper Supply

The BOARD agrees to furnish such paper supply to the FEDERATION as it may reasonably order to be paid for by the FEDERATION at the cost incurred by the BOARD. It is understood and agreed the BOARD is not obligated to place a special order for the FEDERATION or to otherwise maintain an inventory of such paper as the FEDERATION may desire.

#### Section 5. Access to Board Information

The BOARD agrees to furnish to the FEDERATION upon reasonable request such written information as it may possess at the time of such request concerning the financial resources of the district, rates of pay, wages, hours of employment or other conditions of employment of the employees covered hereby, together with any written information it may possess which is relevant and material to the processing of any grievance under the grievance procedure established in this agreement.

#### Section 6. Notice to Federation of Board Meetings

The FEDERATION shall be given written notice of any regular or special meeting of the BOARD by delivery of a written notice thereof with a copy of the agenda for such meeting, if any there be, to the president of the FEDERATION or his duly designated representative. Delivery of such notice may be made personally or by first class mail at the option of the BOARD, provided, however, any such notice shall be delivered not later than 24 hours prior to the scheduled time of such meeting.

#### Section 7. Conduct of Federation Business

All FEDERATION business which may be conducted during school hours shall be done in a manner so as not to interfere with the instructional program or the regular assigned duties of any employee.

## Section 8. Released Time for Federation President

The BOARD agrees that the president of the FEDERATION shall be released from his regular assignment with full pay for the last two consecutive regularly assigned periods of each school day for the purpose of handling business of the FEDERATION relating to this district. This provision is subject to renegotiation in the event and at such time as the FEDERATION may elect as its president an employee from other than the secondary schools of the district.

## Section 9. Special Conferences

- (A) Conferences with Superintendent. The BOARD agrees that the superintendent shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to the implementation of this collective bargaining agreement or any other collective bargaining subject which either party desires to discuss. The FEDERATION likewise agrees to meet on such basis and for such purposes at the request of the superintendent.
- (B) Conference with Building Principals. The BOARD agrees that each building principal shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to individual building practices. The FEDERATION likewise agrees to meet on such basis and for such purposes at the request of the building principals.

## Section 10. Dues Payroll Deduction

The BOARD shall deduct FEDERATION dues from the first paycheck of each month for each employee for whom the FEDERATION has, on file, a written authorization to do so. Such deductions shall continue until the Business Office is in receipt of a written recocation of such authorization or until the employee's services are terminated. The following enrollment periods shall apply for the commencement of all deductions: two weeks prior to the first paycheck in October, December, March, and May. All dues deductions shall be forwarded by the BOARD to the local union financial officer not later than seven calendar days after such deductions are made.

## ARTICLE III

### GENERAL PROVISIONS AFFECTING EMPLOYMENT

#### Section 1. Employee Responsibility

It is mutually agreed the educational quality of the school system reflects the ideals, motives, preparation and conduct of its employees. In discharging their professional obligations, all employees will observe and be guided by those principles and requirements set forth in Section A of Part III of the existing BOARD policies.

#### Section 2. Teacher Employment Requirements

- (A) Degree and Certificate Requirement. Each teacher employed by the BOARD who is subject to this collective bargaining agreement shall hold a Bachelors Degree from an accredited college or university and a valid State of Michigan teaching certificate which shall be duly recorded with the intermediate school district superintendent.

- (B) Health Requirements. Each employee shall have a condition of general health sufficient to permit the employee to successfully perform the expressed and implied duties of the position for which he is employed. The BOARD reserves the right to require a health examination for all employees by such duly licensed physician as the BOARD may designate at its expense.

### Section 3. Open Personnel File

This provision shall be applicable to all nonconfidential material of whatsoever nature placed in the personnel file of every employee subject to this agreement. 'Non-confidential' is herein defined to mean all material to be placed in such files subsequent to employment exclusive of college credentials, letters of recommendation and/or any other pre-employment materials which are not received for insertion in a file prior to actual employment.

- (A) Non-confidential material shall not be placed in any employees personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed, such signature shall be construed as an acknowledgment by the employee that he has read the material but shall not signify that he necessarily agrees with its content.
- (B) Each employee may submit his written and signed answer to any such material and such answer shall be included in his personnel file.
- (C) Each employee may examine the non-confidential content of his personnel file at reasonable time and place and he may reproduce any portion or the whole of such non-confidential material.
- (D) Confidential materials included in an employee's personnel file shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent and such material shall be made available to the employee at his request.

### Section 4. Disciplinary Action and Legal Assistance to Employees

Each employee shall comply with the disciplinary policy of the BOARD. If complaint is made or suit is instituted against any employee, he may request that the BOARD provide legal counsel and such legal assistance shall be made available by the BOARD at its expense, provided the action of the teacher was consistent with the BOARD'S disciplinary policy.

### Section 5. Teacher Ordering of Equipment and Supplies

The BOARD recognizes the legitimate interest and concern of the teacher in receiving adequate classroom equipment and supplies to implement and maintain a quality program of education. The FEDERATION recognizes that furnishing such equipment and supplies is dependent in part upon availability of funds and/or the market availability of such equipment and supplies. In recognition of these facts, the parties agree that when a teacher's order for equipment or supplies is denied in whole or in part, upon request of the teacher he will be given the reasons for such denial. It is further agreed that if any teacher desires to order equipment and supplies by a list indicating priority, such priority will be followed by the building administrator in ordering and making available such equipment and supplies, subject to the limitation expressed above.



## Section 6. Change of Teacher Assignments

The parties mutually recognize the legitimate interest of the teacher in respect to his work assignment and the responsibility of the BOARD to assign the teacher where his training, experience and disposition will serve the best interests of the students and the instructional program of the district. To these ends the following procedure will be followed.

- (A) No teacher in the secondary schools shall be assigned to teach outside of his major or minor areas as determined by the institution recommending certification, without his consent. Provided, that in the junior high schools, a teacher may be temporarily assigned outside of his major or minor areas for a period not to exceed one year when no other reasonable recourse is available to the appropriate administrator. In an elementary self contained classroom, the elementary teacher shall teach such subjects as may be required in the instructional program for the particular class. Elementary teachers shall be given their preference in assignment except when another assignment better serves the interests of the students and/or the instructional program of the district.
- (B) Tentative class schedules for the ensuing school year shall be given to teachers prior to the close of the current school year.
- (C) If the tentative schedule of any teacher must be changed after the current school year has ended, in order to serve the best interests of the students and/or the instructional program of the district, the appropriate administrator shall discuss such change with the teacher involved as soon as possible. During the summer months when school is not in session, it shall be deemed sufficient attempt to contact the teacher if the BOARD causes a letter concerning the matter to be mailed to the teacher by first class mail addressed to his last known address. The teacher shall thereafter contact the appropriate administrator to discuss the matter as soon as may be convenient.
- (D) At the option of the affected teacher, the reasons for a change of assignment shall be put in writing.

## Section 7. Probationary Teacher Evaluation

Mutual recognition that the proper evaluation of a probationary teacher is important and necessary to the teacher and the school district, the following requirements and procedures shall be applied:

- (A) The appropriate administrator shall evaluate all probationary teachers in his building in accordance with the following procedure and requirements:
  - (1) He shall have at least three informal conferences with the teacher before the first official report to the superintendent which shall be submitted on or about December 1 of each school year.
  - (2) He shall identify to the teacher any clearly observable inadequacies and offer appropriate assistance to correct such inadequacies.
  - (3) He shall submit the final report to the superintendent on or before March 1 of each school year. This report will include his recommendation concerning probationary or tenure status for the teacher.

- (4) The principal's report to the superintendent shall be descriptive in form and based upon requirements and expectations established by the BOARD.
  - (5) When any probationary teacher does not agree with the evaluation of his principal, he may require an evaluation by an ad hoc committee as provided in sub-section (B) below.
- (B) Ad hoc committee. If a probationary teacher believes that the principal's evaluation is inaccurate, he may require the appointment of an ad hoc committee consisting of not less than three nor more than five professional persons of his choice. The principal shall set up the committee within one week after the request therefor has been made. The committee shall then submit its evaluation report to the principal who shall discuss it with the committee prior to submitting his report to the superintendent. If the problem is not resolved by such report and conference, the principal shall submit a copy of the committee report to the superintendent along with his evaluation report. In that event, final judgment shall be made by the superintendent.

#### Section 8. Discharge Policy for Probationary Teachers

The BOARD agrees that probationary teachers will be discharged only for reasonable and just cause and upon any such discharge the teacher shall be given written notice thereof setting forth the reasons for such discharge. The teacher shall be entitled to a conference at his request with the superintendent and appropriate administrators to discuss the matter.

#### Section 9. Transfer of Employees

The parties mutually recognize the legitimate interest of the employee in respect to his work location and position within the educational program in the district and the responsibility of the BOARD to place the employees where positions are available within the district and in such manner as will serve the best interests of the students and the instructional program of the district. It is agreed, therefore, that the procedure hereinafter established will be followed.

- (A) "Transfer" shall mean the movement of an employee from one building to another or from elementary to secondary education or secondary to elementary education, as the case may be.
- (B) General Provisions.
  - (1) Present employees will be assigned before employment of new personnel.
  - (2) All vacant positions within the bargaining unit will be listed and announced through the administrative bulletins and/or a special bulletin distributed to all employees.
  - (3) The following factors will be considered in all transfers.
    - (a) Training and qualification of the employee for the position.
    - (b) Certification requirements.
    - (c) Length and area of teaching experience inside the district.

- (d) Length and area of teaching experience outside the district.
  - (e) Major and minor areas of professional training.
  - (f) Type and number of college degrees.
  - (g) Sex (only where this factor would be important as it affects the position involved.)
- (4) All transfers will be governed by the requirements of law pertaining to certification and the North Central Association of Colleges and Secondary Schools

(C) Voluntary Transfers

- (1) Any employee may submit a written request to his building principal for a transfer to another work location or assignment. These requests shall be filed in accordance with a deadline established annually by the superintendent and such requests must be renewed annually. Such request may be submitted even though an opening does not exist at the time thereof.
- (2) A file of all transfer requests shall be maintained in the personnel office.
- (3) An interview will be held between the employee and the receiving principal and, where necessary or appropriate, the administrator in charge of personnel.
- (4) The employee will be informed as to approval or denial of his request within a reasonable time after the interview. If his request is denied, he shall be granted an interview with the appropriate administrator upon request and the reasons for denial will be placed in writing at the option of the employee.

(D) Involuntary Transfer

- (1) When there is an excess of qualified employees in any school resulting from the ratios and/or instructional program established by the BOARD all reasonable efforts shall be made for the voluntary transfer of qualified employees in any school, the superintendent shall arrange for the involuntary transfer of these employees.
- (2) When determining which of the employees shall be first involuntarily transferred, the deciding factor shall be the length of service in the district. In the event that employees have equal length of service the factors listed in Paragraph (B) (3) shall be considered to arrive at a decision.
- (3) Any employee involuntarily transferred at his request shall be given a written statement establishing priority for him on any opening that may occur in the school from which he has been transferred providing that he qualifies for the position.



#### Section 10. Promotion of Employees to Certain Administrative Positions

The promotion of employees to the administrative positions of assistant principal and principal, respectively, shall be made in accordance with the provisions of Section U. of Part III of the existing BOARD policies which is hereby incorporated by reference and made a part hereof except as provided hereinafter.

All openings for such administrative positions shall be posted on the bulletin board in the teacher's lounge of each building for not less than six (6) school days to permit all interested employees to make application for such position.

#### Section 11. Reduction in Personnel

If it is ever necessary to reduce the total number of employees in the district, the release of employees qualified for the remaining positions available shall be based on the length of service in the district and those employees with the least amount of service shall be released in order of their length of service, all as provided by the Michigan Tenure Act.

#### Section 12. Retirement

The parties mutually acknowledge that all employees subject to this agreement are entitled to retirement benefits as provided in Act 136 of the Michigan Public Acts of 1945, as amended. They each further recognize that generally the best interest of the employees affected and the students and educational program of the district are served by retirement at the age of 65 years. It is further recognized that there are exceptional circumstances and cases which may warrant special consideration. To these ends, it is agreed:

- (A) Each employee who reaches the age of 65 years on or before June 30 of the year shall be retired on that date.
- (B) An employee who has reached the age of retirement or will reach that age before June 30 and who wishes to continue his employment may make application annually by January 1 of each year for an extension of his employment. In passing upon such request, the BOARD may require a physical examination and it shall then take such action as it deems in the best interests of the employee and the best interests of the students and educational program of the district.

### ARTICLE IV

#### SCHOOL CALENDAR, HOURS OF EMPLOYMENT AND RELATED MATTERS

##### Section 1. 1967-68 School Calendar

The school calendar for the 1967-68 school year shall be as provided in Appendix A of this agreement. This school calendar is based upon the following considerations and conditions:

(A) First Semester record day. Elementary school teachers shall be required to mark only the following records.

- (1) Form CA39 (or alternate form 60) including grades, test scores, and report cards.
- (2) Incidental miscellaneous and health records.
- (3) Form Ca 10

All schools shall have until the close of school on Friday, January 26, 1968, to complete marking of report cards and no report card shall be given to the students prior to Wednesday of the week following the close of the first semester.

Notwithstanding the school calendar as shown in Appendix A, the high school teachers shall receive two record days, January 25, and January 26, 1968, if the BOARD requires end-of-semester examinations.

Teachers shall not be assigned to any other duties on record day.

- (B) Second Semester. In all schools, teachers shall not be required to have report cards completed until the close of school on Friday, June 14, 1968.
- (C) The BOARD agrees to continue to work toward and lessen the clerical duties of teachers in regard to maintenance of records, including the possibility of maintaining Forms CA 10 by other personnel.

## Section 2. Teachers' Classload

The following shall be the teaching load in the respective schools in the district.

- (A) Elementary schools - Teachers shall have 5 1/2 hours of assigned responsibility each school day. When an elementary specialist is in the classroom conducting a class, a regular teacher shall be considered to be on unassigned time. Elementary teachers shall keep themselves informed concerning the special programs taught in their classroom.
- (B) Junior High Schools - Teachers shall have six (6) assigned periods each school day and one (1) unassigned period, each school day.
- (C) Senior High School - Teachers shall have five (5) assigned periods each school day and one (1) unassigned period, each school day.
- (D) A secondary teacher who voluntarily assumes an extra class in an emergency situation, not to exceed one semester, shall be paid at the following rate: Junior High - 1/6 of his daily rate of pay for each contract day or \$5.67 per hour, which ever is greater. High School - 1/6 of his daily rate of pay for each contract day or \$5.67 per hour, which ever is greater.

## Section 3. Teachers' Meetings

Teachers meetings shall be called by the appropriate administrator when necessary. Teachers shall attend such meetings except when excused by the administrator. These meetings will normally be limited to one hour or less.

#### Section 4. Teachers' Lunch Period

Each teacher shall be entitled to a duty-free lunch period for the period of time equal to the regular lunch period of the students in that segment of the school in which he is employed. Provided, that it shall be the responsibility of each teacher to remain in the classroom until the class is dismissed and to return to the classroom at or before the time when the students are required to return.

#### Section 5. Nurses' Work Day and Lunch Period.

The working hours for each nurse shall be the same as an elementary teacher, provided, it is understood that the nurses are expected to make home calls outside of the regular working hours when necessary. Each nurse shall be entitled to a duty-free lunch period as provided in Section 4 of this Article.

### ARTICLE V

#### SCHOOL PROGRAM MATTERS

##### Section 1. Class Size

The parties mutually recognize that a better quality education for the students can be achieved when class size is limited and they further recognize that the accomplishment of this objective is dependent upon the numbers of classrooms available, financial ability of the district, availability of competent teaching personnel and fluctuation of the student population within the district. To further this objective, the BOARD agrees that no academic class in the elementary and secondary school shall exceed 30 pupils except in those circumstances set forth hereinafter. "Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes such as physical education, band, or other music training, homeroom classes, and other classes of an activity nature.

- (A) There are no classrooms available in the particular school attendance area to permit scheduling of additional classes in order to reduce class size.
- (B) Conformity to the class size objective will:
  - (1) Result in placing of a class or classes on a curtailed schedule.
  - (2) Result in the establishment of split classes.
- (C) When the BOARD does not have the financial ability to employ a sufficient number of teaching personnel or when it can be established by reasonable evidence that there are not sufficient competent teaching personnel available for employment.
- (D) When it is necessary or desirable to exceed the class size objective in order to accommodate an experimental specialized or instructional innovation educational class or program.
- (E) When there is only one class available in a particular academic subject.



## Section 2. Elementary Schools Parent-Teacher Conferences

- (A) For the 1967-68 school year elementary parent-teacher conferences in the first semester shall be held between the 6th and 10th weeks following the commencement of school on Monday and Tuesday or Thursday and Friday or on such days on alternate successive weeks. Provided, that other plans for parent-teacher conferences may be put into effect upon the approval of the superintendent if it is deemed to be in the best interests of the school district. Provided further, that the scheduling of parent-teacher conferences shall be at the option of each respective elementary school to be determined in accordance with the following procedure.
- (1) The teachers of each elementary school shall decide when and on what days the conferences shall be held by a majority vote of all of the teachers of the school with the approval of the building principal.
  - (2) If the principal does not approve of the decision of the majority of the teachers, the conferences shall be held in accordance with his decision which may be overridden by a subsequent vote to the contrary of not less than two-thirds of the teachers of that school.
- (B) The parties further agree that an experimental program concerning marking periods in the elementary schools would be beneficial and they accordingly agree that not more than two (2) of the elementary schools of the district may elect at the option of a simple majority of the teachers of such schools to establish the following program for the 1967-68 school year.
- (1) Report cards to be limited to four for the school year, one at or about the 10th week following the commencement of the first semester, the other at the end of the first semester, and in the same manner for the second semester.
  - (2) The parent-teacher conference in each semester shall be held concurrent with the issuance of the first report card for that semester. In the event that more than two elementary schools desire to participate in such experimental program, the superintendent shall decide which two schools shall conduct it. Provided, that the superintendent may permit more than two schools to participate in such experimental program if it is deemed to be in the best interests of the school district.

## Section 3. Development of the Instructional Program

The FEDERATION recognizes the duty of the BOARD to establish and maintain a sound program of education for the district and the BOARD recognizes the professional training and experience of the teacher equips him to contribute to the improvement of such educational program. To effectively utilize the contribution of the teacher, the parties hereby establish a permanent "Instructional Study Committee" to examine, study, develop and recommend improvements to the district's instructional program, relating to matters of a district-wide nature. This committee shall be comprised of the assistant superintendent for instruction who shall serve as the chairman and the following additional persons:

Curriculum coordinator  
Elementary principal  
Junior high principal  
Senior high principal  
Five teachers to be appointed by the chairman  
Five teachers to be appointed by the FEDERATION  
with the approval of the chairman. If the  
chairman does not approve of any such  
appointment, he shall advise the FEDERATION  
of his reason for disapproval and the FED-  
ERATION shall select another teacher for  
such position.

Following provisions and conditions shall apply to the work of this committee:

- (A) This committee shall meet at least once each month during the school year and on such other occasions as the chairman may designate.
- (B) The chairman may appoint ad hoc committees which he deems necessary to the operation of the instructional study committee. If any such committee includes teachers in its membership, at least one-half of the number of teachers on such committee shall be appointed from a list of teachers which the FEDERATION shall furnish to the chairman.
- (C) The word "instructional" as used in this context is hereby defined to mean courses of study, methods of instruction, and such other matters pertaining to educational policies and programs requiring teacher implementation as may be brought before the committee.
- (D) The recommendations and finding of the instructional study committee shall be referred to the superintendent for such further administrative review as he may deem necessary. Upon conclusion of administrative review, these recommendations and findings together with administrative recommendations and findings shall be referred to the BOARD for such action as it may deem necessary and appropriate.

#### Section 4. School Aides

The parties agree to establish a committee during the 1967-68 school year to investigate and study various ways that might be used by the BOARD to establish a program of teacher aides or lay assistants that might be used by its teachers to assist them with their non-teaching duties. The committee shall file a written report setting forth its findings and recommendations with the FEDERATION and the BOARD on or before May 1, 1968.

### ARTICLE VI

#### PROFESSIONAL IMPROVEMENT

##### Section 1. Educational Workshops

The BOARD agrees to allocate a total sum of \$6,000.00 for the 1966-67 school year for tuition costs for the employees who participate in and satisfactorily complete course work in local educational workshops and locally sponsored courses designed to meet the specific in-service educational needs of the district. It is understood that whenever possible, the tuition costs will be paid directly to the college or university or local sponsor conducting the workshop or course.

NOTE: Due to budgetary restrictions the above program will not be available during the 1967-68 school year.

## Section 2. Educational Conferences

- (A) The BOARD agrees to allocate to each school building \$10.00 per teacher to be used for employee attendance at education conferences. Employees shall obtain prior approval of the building principal for attendance at any such conference. (see your teachers' handbook for the procedures to be followed.)
- (B) The BOARD agrees to allocate \$5.00 per teacher to be used for attendance at national educational conferences.
  - (1) Those teachers appointed to the Instructional Study Committee shall be eligible to use the funds set aside for national conferences.
  - (2) Each teacher on the committee may select during the 1st semester the particular national conference he wishes to attend, subject to the approval of the Superintendent.
  - (3) In the event the teachers on the committee do not use all of the available funds, the Superintendent may select other teachers to attend such conferences.

## Section 3. Tuition Reimbursement

The BOARD agrees to allocate the sum of \$12,780.00 for the 1967-68 school year for the purpose of reimbursing employees at the rate of \$12.00 per credit hour or \$18.00 per semester hours, as the case may be, for the actual expense incurred by the employee for academic courses completed during the term of his employment toward an advanced degree or which are within the field in which the employee is assigned. To receive reimbursement the employee must still be under contract with the BOARD and shall submit a transcript of credits earned on or before September 30, 1968, to the Assistant Superintendent for Instruction, who shall certify that the credits earned are covered by the provisions of this policy and payment shall be made within 30 days thereafter. In the event the total of the requests for reimbursement exceeds the sum allocated herein, payments to each employee shall be reduced in proportion to the amount by which the total of the reimbursements exceeds the allocation.

The BOARD also agrees to reimburse total expenses for tuition and books of any employee who, at the BOARD'S specific request, obtains additional academic training for the purpose of becoming qualified in an area for which the BOARD is having a great deal of difficulty in securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

## Section 4. Released Time for Certain Summer Institutes

A full-time teacher who is appointed to attend a National Defense Education Act or National Science Foundation Institute which is scheduled to commence prior to the close of the current school year shall be granted release time with pay for a period not to exceed five (5) school days to attend such institute, provided, that the teacher shall have sufficiently completed his work so that a substitute teacher can efficiently perform his duties for the remainder of the school year.



## Section 5. In-Service Training Schedule

The BOARD agrees to schedule not less than the equivalent of two (2) full day in-service training session for the first semester and not less than the equivalent of two (2) such sessions for the second semester. The parties mutually recognize that the value of in-service training is dependent upon adequate preparation. It is agreed, therefore, that the BOARD will prepare and give to each teacher a schedule of in-service training sessions at the commencement of each semester. Such schedule shall state the purpose of the sessions scheduled for that semester.

Each employee may, upon approval of the building administrator, use one of the in-service sessions for the purpose of observing educational programs, projects, and/or facilities outside of the district.

## ARTICLE VII

### LEAVE OF ABSENCE; SICK AND EMERGENCY LEAVE AND OTHER LEAVES

#### Section 1. Leave of Absence

It is agreed that leave of absence for the following purposes and under the conditions hereinafter set forth may be granted by the Board of Education.

- (A) General Leave. Each employee may request a leave of absence for any worthwhile purpose for a period not to exceed 1 year subject to renewal at the discretion of the BOARD for an additional period of 1 year. Upon the expiration of the leave period granted, the employees shall be entitled to return to the first job vacancy available for which they are qualified.
- (B) Maternity Leave. Each employee who becomes pregnant may be granted a leave for a period not to exceed 1 year subject to renewal at the discretion of the BOARD for an additional period of 1 year. Upon the expiration of the leave period granted, the employee shall be entitled to return to the first job vacancy available for which they are qualified. In addition, the following requirements shall apply to all employees who become pregnant:
  - (1) Prenatal.
    - (a) Employee will notify her building principal within a reasonable time upon the determination of her pregnancy.
    - (b) If a question arises relative to the pregnancy, the BOARD may request a medical examination to be administered by a duly licensed physician selected and paid by the BOARD.
    - (c) Each such employee shall not continue her employment beyond the 7th month of her pregnancy or the beginning of a semester, whichever occurs first. However, such employee may be retained in a regular assignment on a limited contract until a replacement is employed. Such contract shall be at the employee's daily rate of pay for the number of contract days left in the limited period. Such employee shall retain all fringe benefits during the limited period.

(2) Postnatal Period.

- (a) The employee will be eligible to return to her employment in such vacancy as may exist for which she is qualified at the beginning of the semester following the termination of pregnancy, provided that suitable medical evidence is presented that she is capable of performing her duties.
  - (b) If postnatal problems develop with the employee, she may request an additional leave of not exceeding 1 school year for this purpose.
- (C) Sabbatical Leave. The BOARD may grant a sabbatical leave in accordance with Appendix D of this agreement. Provided, however, such policy is hereby amended to provide that a teacher with a Bachelors Degree may make application for such leave.
- (D) Exchange Teacher. The BOARD may approve leave for an exchange teacher position for any tenure teacher in accordance with and subject to the conditions prescribed by Section 571 of the 1955 School Code of Michigan, as amended. The teacher while on exchange duty shall be entitled to the same compensation, rights and privileges, including retirement benefit, as if he had been continuously performing his normal duties as a teacher for the BOARD under this agreement.
- (E) Peace Corps and Job Corps. The BOARD may grant a leave of absence for a period of one (1) year and subject to renewal for an additional one (1) year to any tenure teacher who has taught within the school district for three or more years who joins the Peace Corps or Job Corps as a full time participant in either such programs. Upon his return to teaching for the BOARD, the teacher shall be given credit for such period of leave on the salary schedule then in effect.
- (F) Military Leave. An employee shall be granted a leave of absence, without pay, for the purposes of conscription, enlistment after notice of conscription, or recall to active service from a reserve unit which the employee was compelled to join. Upon immediate return to the district, after fulfilling his military obligation, the employee shall be granted experience credit, not to exceed two years, on the then existing salary schedule. However, in the event an employee's tour of duty is extended, through no choice of his own, additional experience credit, which is commensurate with the duration of such extended tour of duty, shall be granted.
- (G) Teaching Assignment in a Foreign Country. A tenure teacher may be granted a leave of absence, without pay, not to exceed a period of two years for the purpose of accepting a teaching assignment in a foreign country. Upon the return to the school district, he shall be granted up to 2 years credit on the then existing salary schedule.

Section 2. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

The parties mutually recognize the requirement of security for the employees in the time of sickness, matters of emergency or other circumstances beyond the control of the employee. Therefore, the following provisions are hereby established and each employee shall observe these provisions in the use of any of the leave days provided herein.

(A) Sick and Emergency Leave. Each full time employee shall accumulate and be credited with 1 day per working month per working year for sick and emergency leave. At the end of each fiscal year all such unused leave days shall be placed in the employee's leave bank to accumulate without limit. The following additional conditions shall apply to this type of leave:

(1) Absences for which these days may be used:

(a) Personal illness.

(b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged.

(c) Attendance at weddings in the immediate family (limit of 1 day).

(d) Employee's own wedding (limit of 5 days). It is understood that leave days for this purpose shall not be used the first and last week of each semester.

(e) Quarantine.

(f) Birth of child of the employee.

(g) Transportation failure only when no other means of transportation is available.

(h) Religious observance if the dogma of the employee's religion requires abstention from work.

(2) After the first pay period of the school year, an employee may draw on his anticipated sick leave days for the balance of the current school year, provided that he shall execute a promissory note payable to the BOARD for repayment in money or days for all such borrowed leave, and repayment shall be made prior to the last pay check of the current school year. If repayment is not made in days accrued, the sick days used will be deducted from the employee's final pay check.

(3) Absences directly resulting from on-the-job injuries or sickness as hereinafter defined shall not be chargeable to the employee's leave and he shall continue to receive the difference between his regular salary and any workmen's compensation benefits to which he may be entitled for a period not exceeding 90 days or until he is entitled to receive health and accident insurance benefits, whichever may be sooner. Sickness is defined to be measles, mumps, scarlet fever or chicken pox in such cases as the teacher may establish by reasonable evidence that he contracted such disease as a direct result of his employment. The following requirements shall apply to such injuries or sickness:



- (a) Injuries or sickness shall be reported to the building principal as soon as possible but not later than 3 calendar days after occurrence.
  - (b) The building principal shall make the determination concerning an on-the-job injury.
- (B) Personal Leave. Each full-time employee shall be granted two (2) working days leave with pay each working year for personal business. However, any full-time employee who is employed for less than the full working year shall receive that amount of personal leave stipulated by the following schedule.
- (1) The major portion of a semester. 1 Day
  - (2) Five weeks to ten weeks of a semester. 1/2 Day
  - (3) Less than five weeks of a semester. 0 Day

Personal leave days shall not be taken on parent-teacher conference days or days set aside for records.

- (C) Funeral Leave. Each full-time employee shall be entitled to leave with pay in the following cases without charge to his sick or emergency or personal business leave:
- (1) Death in the immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, wife, or husband.
  - (2) Death of other relative or member of the household for a period not exceeding 1 day.
- (D) Jury and Court Leave. Each full-time employee shall be excused from his regularly assigned duties for jury duty or the attendance of any court pursuant to subpoena. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.
- (E) Selective Service Physical Examination Leave. Employees called for a selective service physical examination shall be excused without loss of pay or sick leave for such purpose.

### Section 3. Leave of Absence for Professional Improvement

- (A) A tenure teacher may be granted a leave of absence, without pay, for a period not to exceed one year for the purpose of:
- (1) Graduate study beyond permanent certification requirements (a minimum of 10 semester hours each semester or its equivalent).
  - (2) Independent research in education or an educationally related field under the supervision of the superintendent or an accredited college or university.
  - (3) Educational travel (itinerary must accompany application)

- (B) If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the employee shall immediately request approval from the Superintendent.
- (C) Upon the employee's immediate return to the school district he shall be granted credit for up to one year on the then existing salary schedule.
- (D) Not later than 60 days after the employee returns to the district, he shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, of the itinerary of travel, together with the employee's appraisal of the professional value of the activities while on leave. An employee will not be considered as having completed the requirements of the leave until his final report has been approved by the Superintendent.

#### Section 4. Absences During Parent-Teacher Conferences and on Record Days

A teacher who is absent on days scheduled for parent-teacher conferences or the record day at the end of the first semester shall be given released time upon returning to work for the purpose of performing required duties. A teacher, who is absent on the record days (s) at the end of the second semester, and is subsequently required to perform the duties of the record day (s), shall not suffer loss of pay or sick days.

### ARTICLE VIII

#### EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS

##### Section 1. Professional Salary Schedule

Each employee shall be compensated for services rendered the district for the 1967-68 school year in accordance with the salary schedule set forth in Appendix B of this agreement. It is expressly understood that nurses shall be compensated in accordance with this schedule for the said school year.

##### Section 2. Experience Within the District

An employee who resigns and is subsequently re-employed shall be granted credit, on the then existing salary schedule, for his previous experience within the district. In addition, that portion of the employee's sick bank which was not compensated for with severance pay, when such employee left the district, shall be restored. It is understood that the employee must serve for at least ten additional years before becoming eligible for severance pay, and that the portion of the sick bank that is restored, after re-employment will not count in computing severance pay upon the employee's leaving the district.

##### Section 3. Extracurricular Assignments and Compensation

The term "extracurricular" shall refer to assigned activities which are beyond the normal load of the teacher or which occur outside of the normal school day. Extracurricular assignments for the succeeding school year shall be made by the appropriate administrator, subject to acceptance by the employee, prior to the close of the current school year, but in no event later than one month after the commencement of the succeeding school year, whenever qualified personnel are available.

If any teacher's assignment is changed, he shall be notified of such change and given an opportunity to discuss it with the appropriate administrator. In the teacher's absence, it shall be sufficient notice if the BOARD causes a letter detailing the change to be sent by first class mail to his last known address. At the teacher's option the reasons for the change shall be put in writing. The compensation for such assignments shall be as provided in Appendix C to this agreement and the method of payment shall be as follows:

- (A) For employees assigned prior to the school year, payment shall commence with the first bi-weekly paycheck and continue for the remaining pay periods.
- (B) For employees assigned after the school year has started, payment shall commence within one pay period after the assignment has been determined. Payment will be made on a pro-rated basis over the remaining pay periods.
- (C) If the collective bargaining agreement is not ratified prior to September 7, 1967, payment will be based on the current salary schedule until the end of the first semester. Commencing with the first paycheck of the second semester, extra-curricular pay (Appendix C) shall be readjusted to conform with the 1967-68 salary schedule, retroactive to the beginning of the school year and paid in equal installments over the remaining pay periods.

#### Section 4. Compensation to Full-Time Teachers for Substituting:

- (A) Each secondary teacher shall be paid \$5.67 for each class period of substitution.
- (B) The selection of the full-time teachers for substitution within the junior and senior high buildings shall be on a rotating basis within each building.
- (C) Each elementary teacher shall be paid \$5.00 for each class period of substitution which is less than 40 minutes. In the event the class period exceeds 40 minutes, such teacher shall be paid at the rate of \$5.67.
- (D) When an elementary teacher must substitute for an elementary specialist in his classroom, he shall teach the particular subject for which he is required to substitute.
- (E) Payment for each month's substituting shall be included on the second paycheck of the following month.

#### Section 5. Pay for Federal Aid Programs

Each employee who participates in a Federal Aid program which is in addition to his regular duties shall be paid at the rate of \$5.67 per hour. However, when a Federal Aid program is initiated which, in the opinion of the superintendent, necessitates a higher rate of pay, such rate shall be negotiated with the FEDERATION before applications are filed with the appropriate agency.

#### Section 6. Insurance Benefits

The BOARD agrees to provide each employee with the following insurance benefits.



- (A) Health and Accident Insurance. The BOARD will continue to pay the full cost of such insurance which will have the following requirements and benefits.
- (1) Ninety day waiting period.
  - (2) Payment of 70% of monthly salary for the first 26 weeks.
  - (3) Thereafter, 70% of salary subject to a maximum of \$400.00 per month for life in case of accident and until retirement in the case of sickness.
- (B) Group Term Life Insurance. The BOARD shall pay the full cost of a \$2,500 policy of such life insurance through an insurance company to be determined by the BOARD for each employee who elects to purchase the hospitalization and medical insurance described in (C) below and a \$5,000 policy for each employee who does not elect to purchase that hospitalization and medical insurance.
- (C) Hospitalization and Medical Insurance. For 1967-68 school year, the BOARD will pay a sum equal to 7/8 of the rate established for Blue Cross-Blue Shield M-75 and Master Medical Insurance Plan for each employee who elects to purchase group hospitalization insurance. For the 1968-69 school year, the BOARD shall pay the full premium established for such hospitalization insurance.

#### Section 7. Tax Sheltered Annuities

The BOARD agrees to continue to make available the investment by employees in the tax sheltered annuities program utilizing the four companies which presently have contracts with employees. New employees who hold contracts with companies other than the present four companies may retain such carriers. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. However, any employee may, at any one time between enrollment periods, decrease his deduction by notifying the Business Office at least two weeks prior to the date the change is to take effect. Deductions will commence on the first pay of October and March, and will continue to be made on the first pay of each month thereafter. For employees paid in 21 installments, deductions will be made on a 10 month basis. Payroll deduction shall continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

#### Section 8. Severance Pay

Each employee who has been employed by the BOARD for a period of ten consecutive years shall be eligible for severance pay upon death, retirement or other termination of service. Such severance pay shall be an amount equal to 20% of the employee's accumulated sick and emergency leave bank days paid at the daily rate of the employee's last annual salary. This daily rate shall be computed on the basis of a 200 day school year. However, any employee who was employed prior to July 1, 1967, shall be eligible for the above severance pay after having been employed by the BOARD for a period of five consecutive years.

#### Section 9. Pay Periods.

Each employee shall have the option of receiving his salary in 21 or 26 installments. The first check will be for a period of two weeks and will be received on the first Friday after Labor Day. The remaining checks will be received on a bi-weekly basis.

Any employee who receives his salary in 26 installments may draw upon his summer pay by notifying the Business Office two weeks prior to the date that such payment is to be made. It is understood that the amount of summer pay to be withdrawn shall equal the amount earned up to the date of withdrawal. However, once an employee draws upon his summer pay the remainder of his salary shall be recomputed and paid in equal installments from two weeks after the date of withdrawal until the last pay of the 21 pay period. Once an employee has exercised his option, the method of payment shall be the same each succeeding year unless the employee notifies the business office in writing two weeks prior to receiving the first paycheck in September that he desires the other method of payment.

#### Section 10. Transportation

Each employee who is required to use his personal automobile will be paid at the end of each semester upon submission of a voucher to the office of Assistant Superintendent of Business Affairs at the rate of 10¢ per mile for all miles necessarily traveled in the course of performing his regularly assigned duties. Also, any employee who has a work assignment in more than one building shall not be required to transport between those buildings equipment that he may use in carrying out that assignment.

#### Section 11. United States Savings Bonds

The BOARD agrees to make available to each employee a plan for the purchase of U. S. Savings Bonds through payroll deductions. A minimum of 15% of teaching staff participation shall be required to initiate the program. Written authorization for payroll deduction of bonds or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. All deductions shall commence on the first pay of October and March, and will continue to be made each pay thereafter. Payroll deduction shall continue until written notice is submitted to the Business Office indicating a termination of such deduction.

Deductions (per pay) shall be limited as follows:

- (A) \$1.25 per pay or multiples of \$1.25 per pay

#### Section 12. Credit Union Deductions

Written authorization for credit union deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. All deductions will commence on the first pay of October and March, and will continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

#### Section 13. Fringe Benefits for Part-Time Employees

Each employee who is employed half time or more, shall receive the same fringe benefits as full-time employees except he shall be ineligible for the Health and Accident insurance program and his number of leave days shall be limited as indicated below.

For each employee who is employed less than half time, it is understood that the BOARD'S contribution for Group Term Life Insurance and Hospitalization and Medical Insurance shall be determined by that portion of a full load which is carried by such employee. The employee, if he wishes to participate in either or both of these benefits, shall pay the difference in premium(s) in accordance with rules and regulations to be established by the Business Office. Each part-time employee who is employed for five weeks or less of either semester and who has not signed a contract for the following semester shall receive no fringe benefits.

The number of sick, emergency and personal leave days that any part-time employee receives shall be determined by that fraction of a full work load which is carried by the part-time employee, except that funeral leave and court and jury leave shall not be reduced.

#### Section 14. Personal Property Loss Fund

The BOARD agrees to establish for the 1967-68 school year a fund of \$500 to be used in settling claims of employees for loss of damage to their personal property brought to their work location to be used in their work assignment. The claim shall be filed with the Superintendent setting forth the extent of the loss or damage, the absence of the employee's negligence and the lack of insurance coverage. If the total claims for the year exceeds the fund each shall be covered on a pro rata basis. Personal property shall not include cash. Also, all claim settlements shall be based on fair market value and no claim shall be filed on a loss less than \$5.00.

#### Section 15. Salary Continuation Plan

- (A) Prior to the commencement of each school year, the Business Office shall certify to the FEDERATION the number of unused sick and business days accumulated by teachers who have resigned or have had their leaves of absence elapse the preceding year, and who had less than five years of service in the District. Such unused days shall be placed in the salary continuation fund each year and shall accumulate to a maximum limit of three hundred (300) days for any one year. However, not more than one half (1/2) of the days in the fund shall be used during the first semester of any school year.
- (B) An employee must be out of work, due to sickness or accident, for at least ten consecutive school days, and he must have exhausted all of his accumulated sick days before becoming eligible to receive days from the fund.
- (C) An employee shall make written application to the Superintendent when requesting sick days from the fund. Such application must be submitted during the period the employee is out of work and shall include the following information:
  - (1) The date the employee became disabled due to sickness or accident.
  - (2) The date the employee would begin drawing days from the fund.
  - (3) A doctor's statement detailing the extent of the disability and indicating the approximate amount of time such employee shall refrain from working. If the BOARD chooses, it may appoint its own physician at its own expense to supply it with the above information and his statement shall regulate the number of days withdrawn from the fund.
- (D) Upon determining that the employee has met the requirements set forth above, the Superintendent shall grant the number of sick days that will correspond with the doctor's statement indicating the amount of time such employee shall refrain from working. However, in the event the doctor's statement is waived, the Superintendent shall determine the number of sick days to be granted. It is understood that when two or more applications are filed which, together, would exceed the accumulated days in the fund, the Superintendent shall reduce, in proportion the number of days to be granted. It is further understood that the employee shall draw from the fund only until such time as the health and accident policy would take effect, even though the employee may not be eligible for benefits under that policy.



- (E) Any days granted from the fund shall be compensated at seventy (70) percent of the employee's current daily rate.
- (F) For each day granted to an employee from the fund he shall have seven tenths (.7) of a day deducted from his sick leave accumulation used in any future severance pay computation.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Section 1. Definition

Grievance shall mean a complaint by any teacher or nurse, or a group of teachers or nurses, or the FEDERATION in its own name, that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any policy or practice as it relates to wages, rates of pay, hours of employment, or other conditions of employment. Provided, the term "grievance" as used herein shall not apply to (1) the termination of services or failure to re-employ any probationary teacher or nurse, (2) placing a non-tenure teacher on a third year probation, or (3) any matter for which another remedial procedure is prescribed by law or by any rule or regulation of any state administrative agency.

#### Section 2. Procedure

- (A) STEP ONE: Any teacher or nurse who has a complaint which he believes may be the basis of a grievance and if he desires the assistance of the FEDERATION in the processing of such grievance he shall first discuss the matter with the FEDERATION. After review of the matter by the FEDERATION, or if the teacher or nurse desires to process his own grievance, the aggrieved teacher or nurse shall either orally or in writing present the matter to his immediate supervisor or administrator within eleven (11) school days after he has knowledge of the incident or occurrence or condition which is the basis for his complaint. The matter shall then be discussed between the supervisor or administrator, teacher, or nurse, and the FEDERATION, if the teacher desires its assistance, with the objective of resolving the matter informally and without further proceedings. Such discussion shall take place within five (5) school days after presentation of the complaint to the supervisor or administrator. A written decision on the matter shall be given to the teacher or nurse and the FEDERATION within five (5) school days following the conference. If the grievance is settled to the satisfaction of the teacher or nurse, he, the building administrator and the FEDERATION shall sign a written statement acknowledging such settlement on forms to be provided by the BOARD and each of the parties shall be given a copy of such statement. Provided, however, such acknowledgement of settlement by the FEDERATION shall not preclude further action by it in such of those cases as it may desire where it is otherwise entitled to proceed in its own name within the provisions of this procedure. If the immediate supervisor or administrator determines that the circumstances pertaining to such grievance are of a nature that he cannot resolve it, he shall advise the teacher or nurse and the FEDERATION that they should proceed to STEP TWO if they desire to have the grievance resolved under this procedure.

- (B) STEP TWO. If the grievance is not resolved to the satisfaction of the teacher or nurse under STEP ONE and he desires to proceed further, he shall give written notice of appeal to the assistant superintendent of instruction within six (6) school days after he has received the decision of his immediate supervisor or administrator under STEP ONE. The assistant superintendent of instruction or his designated representative shall arrange and conduct a conference to attempt a settlement within five (5) school days following receipt of such appeal and a written decision shall be given to the teacher or nurse and the FEDERATION within five (5) school days following the conference.
- (C) STEP THREE. If the grievance is not resolved to the satisfaction of the teacher or nurse under STEP TWO and he desires to proceed further, he shall give written notice of appeal to the superintendent within six (6) school days after he has received the decision under STEP TWO. The superintendent shall arrange and conduct a conference to attempt a settlement within five (5) school days following receipt of such appeal and a written decision shall be given to the teacher or nurse and the FEDERATION within five (5) school days following the conference.
- (D) STEP FOUR. If the grievance is not resolved to the satisfaction of the teacher or nurse under STEP THREE and he desires to proceed further, he shall give written notice of appeal to the Board of Education within six (6) school days after the Board of Education shall arrange and conduct a meeting to attempt a settlement, within thirty (30) calendar days following receipt of such appeal. Discussion of the grievance with the BOARD may be part of any regular or special meeting of the BOARD but it shall be conducted at an executive session thereof and the decision of the BOARD shall not be part of the minutes of that regular or special meeting in which it takes place. The BOARD shall give a copy of its written decision to the teacher or nurse and the FEDERATION within five (5) school days following such meeting.
- (E) STEP FIVE. If the teacher or nurse is not satisfied with the decision of the BOARD under STEP FOUR, he may cause to be invoked through the FEDERATION the mediation procedure before the Michigan State Labor Mediation Board under Section 7 of the Public Relation Act 336 of the Michigan Public Acts of 1947 as amended.

### Section 3. General Provisions Affecting Grievance Procedure

- (A) The FEDERATION may have a representative present at each step of the grievance procedure and such representative may participate in the mediation of such grievance with the consent of the teacher or nurse. It shall be the duty of the complaining teacher or nurse to give notice to the FEDERATION of any proceedings in connection with the grievance whether or not the teacher or nurse desires assistance of the FEDERATION and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless satisfactory evidence has been furnished by the teacher or nurse that proper notice of such proceeding was given to the FEDERATION.

- (B) At any conference under the grievance procedure, the teacher or nurse or FEDERATION and the BOARD may each have present any and all witnesses they desire and the BOARD or the teacher or nurse, individually or through the FEDERATION, may be represented by counsel. If either party is to be represented by counsel, notice of that fact shall be given to the BOARD, teacher or nurse and/or FEDERATION, as the case may be, not less than 24 hours in advance of any conference under this grievance procedure.
- (C) Following STEP TWO of the grievance procedure, no additional or new evidence or grounds for the grievance shall be presented or used except when the teacher or nurse, or FEDERATION, if it is a party to the procedure in the particular case, and the BOARD or its administrators, as the case may be, mutually agree that such new or additional evidence was unknown to the party proposing it prior thereto.
- (D) Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved teacher, nurse or the FEDERATION, if such grievance was filed in its own name, to lodge an appeal at the next step of the grievance procedure. Failure to appeal a decision within the specified time limit shall be deemed a withdrawal of the grievance.
- (E) Time limits specified in this grievance procedure may be extended in any specific instance by mutual agreement in writing.
- (F) Each written appeal from any prior step of the grievance procedure shall set forth specifically or by reference to a prior written appeal on the same grievance, the incident, occurrence or condition and the grounds upon which the grievance and appeal is based.
- (G) The hearings which may be held under this grievance procedure shall be conducted before or after school hours except when mutually agreed to the contrary in any case and except for such hearings as may be held by the Michigan Labor Mediation Board pursuant to STEP FIVE. Provided, however, any hearings held under STEPS ONE through FOUR of this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present. When any hearing is held during school hours, all teachers or nurses who are required to be present at the hearing shall be excused with pay from their regular duties for that purpose. Provided, further, however, the BOARD shall not be obligated to excuse and/or pay more than one FEDERATION representative for any hearings except to the extent that any members of the FEDERATION may be required to attend as witnesses.
- (H) If any grievance is resolved at any step of the procedure in a manner which the FEDERATION believes is a violation of this agreement, the FEDERATION may appeal such decision and its appeal shall be presented in writing in accordance with the requirements of Sub-Paragraph (F) of this section and such appeal shall be commenced at the step of the grievance procedure immediately following that step where the grievance was resolved upon which the appeal lies.



ARTICLE X

DURATION OF AGREEMENT AND SEVERABILITY

Section 1. Duration of Agreement

- (A) This agreement shall be effective as of July 1, 1966, for a term of two (2) years to expire at 11:59 p.m. o'clock, Eastern Standard Time on June 30 1968, provided that the salary and fringe benefits established under this agreement shall take effect in September of 1966, concurrent with the commencement of the current school year. Provided, further, that at the option of either party to be exercised by written notice given to the other party not less than 120 days prior to July 1, 1967, the following provisions may be reopened for negotiation for the second year of this term:

Salary

Fringe Benefits

Such other provisions as by their express or clearly implied terms are applicable only to the 1966-67 school year.

In the event that either party shall exercise this option, the parties mutually agree to undertake negotiations on the matters set forth in the notice not less than ninety (90) days prior to July 1, 1967.

- (B) The parties mutually agree to undertake negotiations for a new agreement in respect to rates of pay, wages, hours of employment, or other conditions of employment not less than 120 days prior to July 1, 1968.
- (C) This agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

Section 2. Severability

This agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General or by any other administrative agency of the State of Michigan including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

ARTICLE XI

MAILING ADDRESS FOR NOTICES

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notices, he shall furnish to the other in the manner required hereunder a written notice of such change.

Board of Education  
Lake Shore Public Schools  
23100 Thirteen Mile Road  
St. Clair Shores, Michigan

Lake Shore Federation of Teachers  
John Grindstaff, President  
23304 Grove  
St. Clair Shores, Michigan

ARTICLE XII

RATIFICATION

The FEDERATION agrees to submit this collective bargaining agreement to its membership and recommend that it be ratified and adopted in its entirety and final action on such ratification shall be taken not later than September 7, 1967.

BOARD OF EDUCATION, LAKE SHORE PUBLIC SCHOOLS

\_\_\_\_\_  
J. Willard Carpenter, President

\_\_\_\_\_  
Casper Winters, Vice-President

\_\_\_\_\_  
Patrick J. Johnson, Secretary

\_\_\_\_\_  
Frank Kirk, Treasurer

\_\_\_\_\_  
James Gilles, Trustee

\_\_\_\_\_  
Raymond Sullivan, Trustee

\_\_\_\_\_  
Melvin J. Jansen, Trustee

LAKE SHORE FEDERATION OF TEACHERS, AFT

By \_\_\_\_\_  
John Grindstaff, President

\_\_\_\_\_  
James Slis, Executive Vice-President

\_\_\_\_\_  
Harold Suminski, Vice-President

\_\_\_\_\_  
Bert Sterling, Vice-President

\_\_\_\_\_  
Nancy Martin, Secretary

\_\_\_\_\_  
Donald Housholder, Treasurer

APPENDIX A

1967-68 CALENDAR

Monday, September 4	Labor Day (schools closed)
Tuesday & Wednesday, September 5 & 6	Faculty Meetings
Thursday, September 7	Classes begin
Thursday & Friday, November 2 & 3	Teachers Institute (schools closed)
Wednesday, November 22	Thanksgiving Recess (schools close at end of day)
Monday, November 27	Schools reopen
Friday, December 22	Christmas Recess (schools close by noon)
Tuesday, January 2	Schools reopen
Friday, January 26	Record Day (end of semester)
Monday, January 29	Second Semester begins
Thursday, April 11	Easter Recess (schools close at end of day)
Monday, April 22	Schools reopen
Wednesday, May 29	Memorial Day Recess (schools close at end of day)
Monday, June 3	Schools reopen
Thursday & Friday, June 13 & 14	Record Days (end of semester)



APPENDIX B

TEACHERS'

1967-68 SALARY SCHEDULE

Years Exper.	P t i o n a l	BA DEGREE		MA DEGREE		Ed. S. DEGREE		Ph. D. DEGREE	
		9/1/67	1/29/68	9/1/67	1/29/68	9/1/67	1/29/68	9/1/67	1/29/67
0		6300	6400	6800	6900	7300	7400	7800	7900
1		6500	6600	7000	7100	7500	7600	8000	8100
2		6750	6850	7250	7350	7750	7850	8250	8350
3		7050	7150	7550	7650	8050	8150	8550	8650
4	T	7350	7450	7850	7950	8350	8450	8850	8950
5	E	7700	7800	8200	8300	8700	8800	9200	9300
6	N	8050	8150	8550	8650	9050	9150	9550	9650
7	U	8400	8500	8900	9000	9400	9500	9900	10000
8	R	8800	8900	9300	9400	9800	9900	10300	10400
9	E	9200	9300	9700	9800	10200	10300	10700	10800
10		9600	9700	10100	10200	10600	10700	11100	11200
11		—	—	10500	10600	11000	11100	11500	11600
12		—	—	10900	11000	11400	11500	11900	12000
13		—	—	11300	11400	11800	11900	12300	12400

(1) CERTIFICATED TEACHERS. This schedule applies to all properly certified degree teachers who have qualified for a life, provisional or permanent certificate.

Credit for inside experience for less than a full school year will be paid at the rate of 1/10 of the yearly increment for each month's experience. Credit for experience outside the district up to a maximum of 4 years will be given in full. For less than a full school year credit for outside experience will be paid at the rate of 1/10 of the yearly increment for each month's experience.

- (2) MILITARY SERVICE CREDIT. Any employee who undergoes compulsory service shall be given credit upon his return to the district on the then existing salary schedule for the annual increments for the time of such service subject to a maximum of 2 years credit. (Subject to Article VII, Section 1, (F))
- (3) PAYMENT FOR ADVANCE DEGREES. A teacher shall advance to the appropriate academic degree of the salary schedule effective at such time as he is certified by a college or university that he has completed all of the requirements for the particular advanced degree.
- (4) ADDITIONAL COMPENSATION FOR COUNSELLORS. Each full-time counsellor shall receive the sum of \$700.00 in addition to his base salary in accordance with the schedule hereinbefore provided. Part-time counsellors shall be paid a pro-rated amount of this total sum for such service. It is understood that counsellors shall work an additional two (2) weeks during the summer months and the scheduling of such additional weeks shall be arranged between the counsellor and the appropriate administrator.
- (5) ADDITIONAL COMPENSATION FOR SPECIAL EDUCATION TEACHERS. The following listed positions shall be paid the sum of \$500.00 annually in addition to the basic salary of the teacher in accordance with the foregoing schedule.

Speech correctionist  
Diagnostician  
Visiting Teacher  
Special Education Classroom Teacher

- (6) Longevity Pay: The BOARD shall give each teacher a \$200 increment every fifth year after reaching the maximum of the salary schedule.

APPENDIX C

1967-68 EXTRACURRICULAR COMPENSATION SCHEDULE

The percentage indicated in the following schedule shall be applied to the particular employee's salary according to the number of years experience in the particular extracurricular activity and not on the number of years teaching or his current step on the salary schedule.

Senior High

<u>Activity</u>	<u>Rate of Compensation</u>
Department Head	1% for each member in the department up to a maximum of ten departmental members.
Forensics	3%
Debate	5%
Dramatics	4% for each major production as approved by the building principal.
G.A.A.	4%
Yearbook	8%
Senior Advisors	7% (each)
Junior Advisors	4% (each)
Band	6%
Chorus	4%
Cheerleaders	4% (each)
Student Council	6% (to be compensated only if no released time is provided)
National Honor Society	2%
School Newspaper	8%
American Field Services	5%
<u>Coaching</u>	
Athletic Director	\$1200
Head Varsity Football	10%
Head Varsity Basketball	10%
Head Varsity Baseball	8%
Head Varsity Track	8%
Head Varsity Wrestling	8%
Head Varsity Cross Country	6%
Head Varsity Tennis	6%
Asst. Varsity Football	8%
Asst. Varsity Baseball	6%
Asst. Varsity Track	6%
Asst. Varsity Wrestling	6%
Head Junior Varsity Football	8%
Head Junior Varsity Basketball	8%
Head Junior Varsity Baseball	6%
Head Junior Varsity Track	6%
Asst. Junior Varsity Football	6%
Hockey	8%
Gymnastics	8%
Golf	5%
Girls' Basketball	5%
Girls Softball	5%



APPENDIX C

Junior High

<u>Activity</u>	<u>Rate of Compensation</u>
Department Head	1% for each member in the department up to a maximum of ten departmental members.
School Newspaper	8%
G.A.G.	4%
Band	4%
Chorus	2%
Cheerleaders	2% (each)
Student Council	4% (to be compensated only if no released time is provided.)
Jr. National Honor Society	2%
Yearbook	6%

Coaching

Head and assistant coaches in the same sports will be paid the same percentage as follows:

Football	6%
Basketball	6%
Baseball	5%
Track	5%

Elementary

<u>Activity</u>	<u>Rate of Compensation</u>
Band	4%
Chorus	2%
Safety Patrol	4%
Service Squad	4%
Audio Visual	4%

APPENDIX D

SABBATICAL LEAVE

1. Sabbatical leave of absence may be granted to members of the professional staff of the Lake Shore Public Schools. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Lake Shore Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:
  - a. Any board, after a teacher has been employed at least seven consecutive years by said board and at the end of such additional period of seven or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two semesters at any one time; provided that the teacher holds a Permanent or Life Certificate or is engaged in teaching in a college maintained by the board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by teacher while on sabbatical leave.
  - b. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employees retirement funds.
  - c. A teacher, upon return from a sabbatical leave, shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by the rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955 - M.S.A., 15.3572.)
3. Any professional employee of the Lake Shore Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.
  - a. Applicant must hold a Life or Permanent Certificate and a Bachelors Degree.
  - b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the Lake Shore Public Schools. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board of Eduaation for professional improvement or restoration of health will not be deemed a break in the continuity of a service required by this section and will be included as a year of service in computing the seven consecutive years.

- c. A maximum of three per cent (3%) of the professional employees may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to the various groups of the professional staff. If more than 3% of the professional staff qualify for sabbatical leave, priorities will be established on the basis of the following:
    - (1) Prior leave
    - (2) Application date
    - (3) Seniority in the school system
  - d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
  - e. No professional employee will be granted more than two sabbatical leaves, and a minimum of seven years must elapse before the first and second leave.
  - f. Any professional employee who is granted a sabbatical leave must sign an agreement with the Board of Education to return from leave and serve at least one year, or refund any compensation while on leave.
4. Sabbatical leave will be granted for the following purposes:
- a. For work on advanced degree (a minimum of ten semester hours of graduate credit each semester.)
  - b. Independent research which must be under the supervision of the school district or an accredited college or university.
  - c. Any other reasons, such as travel or writing must be approved by a committee composed of three teachers and one administrator elected by the total professional staff.
5. Applications for sabbatical leave must be filed on the prescribed forms with the Superintendent of Schools. Applications for sabbatical leave beginning with the first semester may be filed at any time between January 1st and February 15th. Applications for leaves beginning the second semester must be filed between the dates of August 1st and September 15th. The Superintendent shall give notice to the applicant whether the request is granted or rejected, within 90 days of the due date for filing the application.
6. Approval of a sabbatical leave by the Board of Education will be contingent upon securing an employee qualified to assume the applicant's duties.
7. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
8. Requirements and status while on sabbatical leave are defined as follows:
- a. The compensation for the staff member on sabbatical leave will be one-half (1/2) of the salary he would receive if on active staff status for the period in which the leave is effective.



- b. Payment of salary to a staff member on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his address.
  - c. A term of sabbatical leave will entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
  - d. The regular sick leave policy will apply to an employee on sabbatical leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.
  - e. A sabbatical leave granted to a regular employee of the professional staff will also operate as a leave of absence without pay from all other school activities.
  - f. Any employee granted a leave of absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education, and the employees may agree upon in writing.
9. An employee on sabbatical leave will report to the Superintendent as follows:
- a. The employee will immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
  - b. An interim report will be filed at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
  - c. A final report will be filed with the Superintendent in accordance with the provisions as stated in a following section.
  - d. The Superintendent may require, and the employee will promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the BOARD will become immediately due and all future payments will cease. Any professional employee granted sabbatical leave under the provisions of this policy, must sign an agreement with the Board of Education to return from leave for at least one year or refund any compensation received while on leave.
10. Requirements and status upon returning from sabbatical leave are as follows:

- a. At the expiration of a sabbatical leave the employee will be restored to his position; provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.
  
- b. Each employee returning from sabbatical leave will file a final written report with the Superintendent not later than 60 days after the day on which the employee again takes up active service. The report will include the names of institutions attended, course pursued, credits received, experience gained, of the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the program as presented by the applicant has been followed. When approved by the Superintendent, these final reports will be transmitted to the Board of Education