

7 Oakland

1966-69

Research

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 11th DAY OF MAY, 1966, BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 4, LAMPHERE PUBLIC SCHOOLS OF THE CITIES OF MADISON HEIGHTS AND TROY, OAKLAND COUNTY, MICHIGAN (hereinafter referred to as the "Board") AND THE LAMPHERE EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

MEFA

1216 Kendale ARTICLE I.

E. Lans. Mi. Recognition  
48823

66-69

A. The Board recognizes the Association for the purposes of Professional negotiations as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, of a unit consisting of all certificated teaching employees under contract of the Lamphere Public Schools District No. 4 of the Cities of Madison Heights and Troy, except Superintendent, Curriculum Director, Director of Pupil Services, Building Principals, Assistant Principals of Junior and Senior High Schools, and Teaching-Assistant Principals.

The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement unless otherwise required by law.

C. The Board agrees to deduct from teachers' salaries dues for the Association, The National Education Association and the Michigan Education Association, or any one or any combination of such Associations as said teachers in writing individually and voluntarily authorize the Board to deduct. Any amounts so deducted shall be remitted not less frequently than monthly to the appropriate organizations. The Board shall not be required to deduct dues of an organization if that organization's dues are changed more frequently than once a year.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II.

Teacher Rights

A. Teachers have a right to join any teachers' organization, but membership in any such organization, including the Association, shall not be a condition of employment.

B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association or any other teachers' organization for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or any other teachers' organization, his participation in lawful activities of the Association or any other teachers' organization, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Lamphere Bd. of Educ.

C. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency. However, in no way shall a finding, decision or order by the foregoing be binding on either the Board or Association.

D. School rooms may be used by the Association for meetings after regular working hours provided that (a) such meetings occur during the regular shift hours of the custodian for the building in question, (b) request is made to the Principal not less than three (3) days in advance, and (c) there is no conflict with other activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association or any other teachers' organization, either on or off school premises. A bulletin board in the teachers' lounge, school mail boxes, and a telephone for local calls only, which calls do not result in any additional expense to the Board, shall be made available for use by the Association and its members. Mail from the Association shall be identified as such and signed by an agent of the Association before it shall be allowed to be put in school mailboxes. The Board shall in no way be liable for any loss or damage to the Associations' mailed materials.

### ARTICLE III.

#### Health Examinations

A. As a condition of continued employment, upon initial hiring, and every year thereafter, all members of the staff must submit a recent chest X-ray or skin test showing that the person is free from tuberculosis.

B. As a condition of continued employment, upon initial hiring, and every five (5) years thereafter, every staff member must submit a physical report showing that the person has undergone a physical examination and is capable of performing his duties.

C. Other than those examinations mentioned in A and B above and any examinations or doctors' certificates required by Board policy, the Board shall pay for all physical examinations or psychological examinations requested by them.

### ARTICLE IV.

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, entitled "Teacher's Salary Scale", and Schedule B, entitled "Supplemental Pay Scale", which Schedules are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the three-year term of this Agreement, provided, however, that upon written notice to the other party on or prior to February 1st of every year of this Agreement, either party may reopen negotiations of such salary schedules. Such negotiations shall start on or prior to March 1st of every year of this Agreement.

B. Teachers who earn enough credits (or degree) shall move to a higher salary on the Teacher's Salary Scale. If these credits (or degree) are earned before the first pay period of the school year, the adjustment of the teacher's salary shall become effective on the first pay period. If these credits (or degree) are earned after the first pay period, but before the 14th, or middle pay period, then the adjustment of the teacher's salary shall become effective on the 14th pay period, that is, for the second half of the year.

The hours of work described in the Teacher's Salary Scale, Schedule A, are full semester hours.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June, without additional compensation.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and two days on which teacher regional conferences are held which days shall be communicated to the Board by the Association as soon as they are determined.

E. Credit for past teaching experience shall be given up to a maximum of six years. Of the above, (1) full credit shall be given for previous teaching experience in other public school systems; (2) credit not to exceed two years may be given for military experience involving teaching upon initial employment; (3) credit for teaching experience outside the public schools may be given; (4) as to Items 2 and 3 above, the amount of credit to be given for past teaching experience will be determined on an individual basis by the Superintendent of Schools.

Teachers leaving this Lamphere School District for compulsory military service shall retain the position they had on the Teacher Salary Scale at the time they left for military service but shall not advance on the salary scale because of the time spent in military service or otherwise.

F. Beginning with the 1966-1967 school year, the Board shall pay for health insurance coverage an amount equal to the cost of an individual or single subscriber in Blue Cross-Blue Shield group plan of the type presently offered by the Board.

#### ARTICLE V.

##### Teaching Hours

A. The teacher's normal teaching hours in the secondary schools shall be as follows:

	<u>HIGH SCHOOL</u>	<u>JUNIOR HIGH SCHOOL</u>
(1) Teachers check in no later than	7:45 A.M.	8:15 A.M.
(2) Teachers at assigned place of duty not later than	7:55 A.M.	8:25 A.M.
(3) Teachers shall leave school no earlier than	3:00 P.M.	3:30 P.M.
(4) All teachers shall be entitled to a duty-free uninterrupted lunch period for at least twenty-five (25) minutes.		

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

	<u>MORNING SESSION</u>	<u>AFTERNOON SESSION</u>
(1) Teachers check in no later than	8:30 A.M.	Not applicable
(2) Teachers at assigned place of duty not later than	8:45 A.M.	12:45 P.M.
(3) Teachers shall leave school no earlier than	11:45 A.M.	3:45 P.M.
(4) All teachers shall be entitled to a duty-free uninterrupted lunch period.		

#### ARTICLE VI.

##### Teaching Assignments

A. Teachers will, whenever possible, be assigned within the scope of their teaching certificates or their major or minor field of study.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject matter assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Provided, however, that in all cases of reassignment of teachers, whether voluntary or involuntary, the administration's decision shall be final.

## ARTICLE VII

### Teaching Conditions

#### A. Class Size:

Class size, in both the elementary and secondary schools, varies because of subject matter, special pupil needs or abilities, student population and finances. It is impossible to formulate an ideal class size that would adequately cover all areas.

#### B. Pupil-Teacher Ratio:

1. Elementary - The Board shall attempt to maintain an average ratio on a system-wide basis of 30 to 1. When an individual class load reaches 35, the administration shall attempt to reduce this number.
  - (a) Kindergarten: When an average of all sections of kindergarten in a given building reaches a ratio of 28 to 1 the administration shall attempt to reduce this number.
  - (b) First Grade and Second Grade: When the average of all sections of First Grade or Second Grade in a given building reaches a ratio of 31 to 1, the administration shall attempt to reduce this number.
2. Secondary - The 30 to 1 ratio of the North Central Association shall serve as the guide in secondary schools, with the exception of activity classes such as physical education and typing.
3. It is realized by both parties that the above-mentioned goals may not be attainable and therefore the decision of the Board on class size and pupil-teacher ratios shall be final, whether or not in accordance with said goals.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

D. The Board shall make every effort to relieve teachers of non-instructional responsibilities.

E. Whenever practicable, the Board shall make available in each school building facilities for the exclusive use of consultants. Said facilities shall include a desk and desk-chair for the consultant and student desks adequate for the number of students involved during the consultation period.

F. The Board shall provide in future construction of schools lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty-lounge-lunch room in which smoking shall be permitted. And in existing buildings whenever practicable.

G. Whenever practicable, the Board shall provide adequate parking facilities for teachers for their exclusive use.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be employed without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VIII.

Promotions and Vacancies

A. Whenever any vacancy in any professional position in the District shall occur during the school year, which position shall be considered to be a promotion as defined in B below, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least 15 days.

B. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day and regular working hours.

Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

C. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in B above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant factors. Provided, however, in all appointments to positions the Board's decision shall be final.

D. If any vacancy in any position considered to be a promotion as defined in B above shall occur during the summer vacation the Board shall notify teachers by mail. No such vacancy shall be filled, except on a temporary basis, until 15 days after mailed notice has been sent to the teachers; provided, however, that since the Board's decision is final in making promotions, failure to notify any one or number of teachers through error shall in no way affect the Board's decision in making such promotions.

E. The Director of Personnel on or before the second Monday in May shall list all known teaching vacancies for the ensuing school year which are still vacant on the date of posting, for professional positions in the District not considered to be promotions as defined in B above. The list of said vacancies shall be posted in the various school buildings and teachers shall have until and including June 1st to apply for any such vacancy. The Board's decision shall be final in filling all such vacancies.

ARTICLE IX.

Transfers

The following procedure shall be followed in transferring teachers from one school to another:

A. If a teacher wishes to transfer he shall proceed in the following manner:

- (1) Notify the principal of the school at which he is presently working of his desire to be transferred, and discuss the matter with said principal.
- (2) Notify and discuss the matter with the principal of the school at which he wishes to be transferred.
- (3) Request the Board's Director of Personnel to permit the transfer.

If all parties, the teacher, the principal of the school at which the teacher is presently working, the principal of the school at which the teacher wishes to be transferred, and the Director of Personnel, are in favor of such transfer, then the transfer shall take place. If all of the parties as mentioned above are not in agreement, then the Superintendent of Schools' decision shall be final.

B. It is recognized by both parties that teachers may have to be transferred against their wishes. The Board agrees that it will attempt to avoid unrequested transfers. The decision of the Superintendent of Schools shall be final.

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

## ARTICLE X

### Teacher Evaluation

A. Each teacher shall have the right upon request to review the contents of his own personnel file in the presence of a witness, except that all material deemed to be confidential by the Personnel Director may be removed from the file and shall not be subject to review by the teacher. A representative of the Association may be requested to accompany the teacher in such review.

B. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act (Act 4 P.A. of 1937), as amended, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

C. Probationary teachers will be evaluated at least three (3) times during each year and Tenure Teachers will be evaluated at least once during each year by their Principals. A written report shall be completed in triplicate and signed by the building principal and the teacher. One copy is to be sent to the Superintendent, one copy retained by the building principal, and one copy given to the teacher. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

D. If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of a Tenure Teacher, this fact is to be brought to the Teacher's attention in order that said Tenure Teacher may have some time within which to attempt to correct the situation. The present standards of evaluation are: Superior, Above Average, Average, Below Average and Unsatisfactory. Examples of a marked adverse change would be in going from Average, Above Average or Superior to Below Average or Unsatisfactory.

## ARTICLE XI

### Tenure

The provisions of the Michigan Tenure of Teachers Act (Act No. 4 P.A. of 1937), as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.

## ARTICLE XII

### Protection of Teachers

A. The Board recognizes some student behavioral problems to be beyond the teacher's control and agrees that the school administration will take any and all action deemed necessary by the school administration when a child's behavior is such that it impedes or undermines the academic progress of the class.

B. Any case of assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the Principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such assault and to institute and proceed with a civil suit on behalf of the teacher, if the teacher desires to institute and proceed with a civil suit; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of Board policy in disciplining students or otherwise.

C. Any absences by the teacher because of an assault upon a teacher in the course of his employment or because of his employment as a teacher shall be fully excused and shall not be considered to reduce said teacher's sick day allowance and the teacher shall receive an amount equivalent to his full salary for any time off because of said assault or because of any lawsuit arising out of said assault, (which can be full salary or the difference between full salary and workmen's compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative, that the teacher was acting in accordance with and within the scope of Board policy in connection with the disciplining of students or otherwise.

D. The Board will reimburse the teacher for loss or damage to personal property in connection with any assault on said teacher in the course of his employment or because of his employment as a teacher, provided, the teacher was acting and/or attempting disciplinary action in accordance with and within the scope of Board policy.

E. Any complaint by a parent of any student against any teacher which a principal feels may affect said principal's evaluation of said teacher shall be promptly called to the attention of the teacher involved.

### ARTICLE XIII

#### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement, but only upon mutual consent of the parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters; provided, it is first mutually decided that any meetings or discussions should be held.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. The party reopening for negotiation of the salary schedule shall notify, in writing, the other side on or prior to February 1st, and such negotiations shall start on or prior to March 1st.

At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers within the bargaining unit.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Labor Mediation Board or take any other lawful measures; provided, however, that any decision rendered as a result of utilizing the machinery of the State Labor Mediation Board shall be purely advisory and not binding upon the parties of this Agreement.

E. Any time spent by any member of the bargaining unit in connection with the negotiations mentioned in this Article XIII shall be after his regular working hours and without additional pay or compensation, unless agreed to otherwise by the parties.

F. The Association recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and on behalf of all those whom it represents, as follows:

1. The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 379 of 1965 (to-wit, "the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment").
2. In the event of any strike in violation of this agreement or of the law, the Association will:
  - (a) Post notices immediately at any and all schools or other facilities affected, signed by the President of the Association, advising the striking teachers that their action is unlawful and unauthorized by the Association and subjects them to disciplinary action up to and including discharge, and directing them to return forthwith to the full and faithful performance of their duties.
  - (b) Join with the Board in requesting any court having jurisdiction, to issue an immediate restraining order and, after such hearing as the court may order, a permanent injunction against any such strike, and cooperate fully with the Board in prosecuting such injunction suit to a successful conclusion at both trial and appellate levels.
  - (c) Take any and all other action reasonably within its power to bring the strike to an end.
3. It is further agreed that any teacher who strikes in violation of this Agreement or of the law shall be disciplined by any penalty up to and including discharge in the sole discretion of the Board. The Association and/or employees reserve the right to contest the question of whether or not an employee did in fact engage or participate in a strike in violation of this Agreement or of the law, but agree not to contest the penalty in any case where it is established that any such violation did occur. It is further agreed that any Association officer or representative who strikes may be disciplined by any penalty up to and including discharge, in the sole discretion of the Board, even though other employees are not disciplined or receive lesser discipline.
4. The understandings and agreements set forth in this article shall survive the termination of this Agreement and continue so long as Michigan law prohibits strikes by public employees.



ARTICLE XIV  
Grievance Procedure

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation by the Board, any principal or administration official, of law (except for actions covered by the Michigan Tenure of Teachers Act), policy, or the terms of this Agreement.
2. The term "teacher" shall be defined as any member of the bargaining unit covered by this Agreement.
3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

1. There shall be one or more Association Representatives from the Grievance Committee for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a broadly representative Grievance Committee. In the event any representative or member of this committee is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in one building.
4. The Board hereby designates as its representative the Superintendent when the particular grievance arises in more than one school building.

D. Procedure:

The teacher will first decide whether or not he wishes to be represented by the Association in connection with the grievance. If he wishes to be represented by the Association in connection with the grievance, the procedure will be as follows:

1. Level One

The teacher with an alleged grievance shall first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exists, move to Level Two. If the Association Representative does not feel a grievance exists, the aggrieved may appeal in writing to the Grievance Committee. The Grievance Committee shall render its

decision within five days as to whether a grievance exists. The grievance may be taken to Level Two if the Committee agrees one does exist, but it may only be processed at the aggrieved's own initiative and in accord with the grievance procedure for a person who does not wish to be represented by the Association, without Association support if the Committee does not agree.

2. Level Two

The teacher with a grievance shall put his grievance in writing, with the help of the Association Representative, within ten days of the date on which the action that resulted in the grievance occurred, and then shall discuss the matter with his principal, with his Association Representative present, with the objective of resolving the matter. The principal shall make his decision known in writing within five days.

3. Level Three

In the event the grievance is not satisfactorily resolved at Level Two, the grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five days after the decision at Level Two. The Committee shall within five days make a judgment on the principal's decision and communicate said decision to the Superintendent if they wish to go further. If the Committee decides that the decision at Level Two is in the best interests of the educational system, it shall so notify the teacher and the Association Representative and the matter will be settled. If the Committee decides that the decision at Level Two is not satisfactory, it shall refer such grievance in writing to the Superintendent of Schools within ten days. The Superintendent of Schools shall designate up to three (3) persons, who may include himself, to represent the administration, after receipt of written grievance. The Chairman of the Grievance Committee shall designate up to three (3) persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten days after receipt of the written grievance by the Superintendent, these two representative groups shall agree to meet within five days to consider the problem and to attempt to resolve it.

4. Level Four

If the grievance is not resolved by the Superintendent or his representatives and the Ad Hoc Committee within five days of its consideration by them, it may be referred by the Association for consideration to the Board of Education. The Board of Education shall hear said grievance at its next regular meeting or at a special meeting, at the discretion of the Board, and shall notify the teachers and the Association of its decision within ten days.

If the teacher does not wish to be represented by the Association, the procedure will be as follows:

1. The teacher with a grievance shall file a written grievance with his principal within ten days of the date on which the action that resulted in the grievance occurred and shall discuss the grievance with the principal if the teacher so desires. The principal shall notify the teacher of his decision within five days.

2. The teacher may then within ten days refer such grievance to the Superintendent of Schools. Within ten days thereafter the Superintendent shall meet with the teacher to discuss the grievance and the Superintendent of Schools shall notify the teacher of his decision within ten days.
3. The teacher may within ten days thereafter refer such grievance to the Board of Education. The Board of Education shall hear said grievance at its next regular meeting or at a special meeting, at the discretion of the Board, and shall notify the teacher of its decision within ten days.

When agreement is reached at any of the above levels, the agreement shall be reduced to writing and both parties shall sign it. The Association will be furnished with copies of all decisions by the Board of Education or its personnel in connection with the grievance procedure.

E. It is understood that following the decision of the Board of Education the Association reserves its right to utilize the procedures of the Michigan Labor Mediation Board as provided by statute. Provided, of course, that any decision rendered as a result of utilizing the procedures of the Michigan Labor Mediation Board shall be purely advisory, and not binding upon the parties to this contract.

F. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

G. When a teacher presents and appeals a grievance on his own behalf it is understood that the furnishing of copies of decisions to the Association shall be deemed to satisfy the statutory requirement that the Association be given "opportunity to be present at such adjustment".

H. If a grievance arises from the alleged action of authority higher than the principal of a school the grievance may be originally presented at the appropriate step of the grievance procedure.

I. Any time spent by any Association Representative, member of a Grievance Committee, any other committee member, or any other member of the bargaining unit, in connection with the grievance, shall be after his regular working hours and without pay. Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

#### ARTICLE XV.

##### Leave of Absence Without Pay

A. The Board may grant teachers who have met certain criteria and procedures, as outlined in Paragraph B below, a leave of absence without pay. Provided, however, that the decision of the Board as to whether such leaves shall be granted is final.

B. Criteria and procedures for granting leaves:

1. All teachers are eligible for leaves except for leave for study and travel. A leave for study and travel will be granted only to members of the bargaining unit that have earned the continuing Tenure status.

2. A teacher desiring a leave of absence must submit his request to the Board through the Superintendent of Schools. Such request must be recommended by the Superintendent to the Board and must receive the Board's approval.

3. The basic leave is for one school year; however, this can be extended or shortened upon written request to and approval by the Board.

4. While a teacher is on leave, there shall be no advancement on the Salary Schedules in terms of teaching experience. However, under certain circumstances (as outlined in Appendix A) exceptions can be made at the discretion of the Superintendent.

5. A teacher wishing to return to duty shall make a written request to the Board through its Superintendent of Schools at least sixty (60) days prior to the date he wishes to return to teaching in the School System, provided, however, that the Board shall not be required to accept anyone for return to employment except at the beginning of any school year.

6. The Board shall not be required to assign a teacher returning to duty after a leave of absence to the same building, grade, or special assignment held prior to the leave. Upon the return to duty of a teacher who was granted a leave of absence because of personal illness the Board shall make every effort to assign the teacher to the same position, if available, or a substantially equivalent position.

7. If a teacher on leave enters into a contract for another teaching position, the Board may automatically terminate his leave.

8. In the case of maternity leave, the following additional provisions also apply:

(a) The teacher shall make a request in writing for a maternity leave to the Board through the Superintendent of Schools at least thirty (30) days prior to the starting date of the leave and shall attach to said request a statement from her physician verifying the fact that she is pregnant and giving the estimated date of delivery.

(b) A maternity leave must begin on a date at least three calendar months prior to the expected time of birth of the child except that where this date is within one (1) school month of the end of the semester the teacher shall be permitted to complete the semester. Leave shall be dated in accord with the best interests of pupils.

(c) The Board, at its discretion, may curtail or terminate a maternity leave of absence in case of a miscarriage.

9. Before returning to her duties, a teacher who has been on a maternity or health leave of absence must be certified by her physician as ready and able to return to her full teaching assignment.

10. A teacher on leave of absence shall not lose sick leave time accumulated prior to his leave. Provided, however, that sick leave time shall not accumulate during this leave of absence.

11. Other leaves for which no provision is made in this article may be requested. The application shall be submitted in accordance with this article. The particular circumstances surrounding this leave will be reviewed by the Board with the understanding that their decision will in no way establish a precedent.

ARTICLE XVI.

Leave With Pay

A. SICK LEAVE

1. Amount:

Teachers will earn one day of sick leave per month of the regular school year.

A teacher shall be granted, on his first day of employment, the total allowance for which he would be eligible during the school year. Sick leave days used in excess of the days earned shall be deducted from the teacher's contract if his employment is terminated before the end of the school year.

2. Types of Sick Leave:

Absence from duty for the following causes shall result in no loss of pay within the limits of the sick leave allowance as stated in 1 above.

(a) Personal illness.

(b) Illness in the immediate family including husband, wife, son, daughter, or any dependent relative residing permanently with the teacher.

(c) Deaths in the immediate family. (Immediate family includes husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, close personal friends, and other approved by the Superintendent of Schools.)

3. Accumulation of Sick Leave:

Teachers shall be credited with a service accumulation for sick leave purpose at the end of each school year equal to the number of unused days of the sick-leave allowance for that year. Service accumulation may continue without limit during the service of the teacher.

No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence, retirement, or death.

4. The privileges stated in Paragraphs 1 and 2 above are expressly conditional upon the following requirements:

(a) In the case of an emergency nature such as personal illness, illness in the immediate family, or death in the immediate family, notification of the absence must be given to the teacher's immediate supervisor at least one hour before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day, at the discretion of the Superintendent.

(b) If a teacher's absence because of personal illness exceeds ten (10) consecutive working days, the teacher shall file in the office of his immediate supervisor before returning to duty, a physician's certification of readiness for return to duty.

5. Relation of Sick Leave Policy to Workmen's Compensation:

A teacher sustaining injury or occupational disease arising out of and in the course of employment shall be continued on the payroll to the extent of his sick leave reserve: provided, that when he received income under the Workmen's Compensation Act, such income upon the teacher's request shall be supplemented by the Board of Education with an amount not to exceed that of his sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

B. PERSONAL BUSINESS LEAVE

1. A teacher may be allowed absences with pay, totaling not more than two (2) days within each school year, for personal or private business, which can be accomplished only during school hours.

The personal business days shall be earned at the rate of one (1) per semester. The total allowance for which a teacher would be eligible during the school year will be granted on the first day of employment. Personal business days used in excess of such days earned will be deducted from the teacher's contract if his contract is terminated before the end of the school year.

2. Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.

3. All requests for personal business leave shall be in writing, and shall be initialed by the Principal. Except in cases where extreme emergency circumstances prevent the teacher's request for personal business leave must be submitted to the Principal in advance of the absence.

4. Except in cases of extreme emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.

5. Personal business days shall not be accumulated from one school year to the next.

6. If a teacher attends an educational workshop dealing with teaching methods or curriculum development he may use his two personal business days from the present school year and two personal business days from the next school year for such purpose. The teacher shall be compensated for the two personal business days that he uses from the next school year in September of that school year.

#### C. OBSERVATION OF RELIGIOUS HOLIDAYS

Employees, upon request to the Superintendent of Schools, will be granted leave with pay for the purpose of observing high religious holidays. These days will be charged against Personal Business leave.

### ARTICLE XVII.

#### Professional Study Committees

#### Professional Study Committees and In-Service Training

A. The Board, at its discretion, may establish Professional Study Committees to investigate matters pertaining to curriculum development, methods of instruction, and/or instructional materials. The Professional Study Committees shall be composed of members selected by the Board by reason of their competence, training, or knowledge of the matter under study.

All Clerical expenses of any such Committees shall be paid for by the Board. Service on these Committees shall be (1) on a voluntary basis; (2) without compensation; and (3) in addition to the teacher's regular duties, or teachers may be excused from performance of their regular duties at the discretion of the Board.

B. In the event that the Board determines that curriculum changes require in-service training, the Board will provide the opportunity for such training. The Board will assume all expenses necessary for in-service training for which participation is required by all appropriate personnel. Attendance at in-service training programs by members of the bargaining unit shall be without additional compensation.

Expenses are defined to include the cost of (1) instructors, and (2) released time, if any, for participating personnel during the regular school day.

ARTICLE XVIII.

General

A. Teachers shall report their unavailability for teaching duties on any particular day as soon as possible and at least one hour and thirty minutes before their scheduled starting time. Teachers shall be informed of the telephone number they may call at or after 6:45 a.m. to report unavailability for work. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher.

B. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the administrative officials authorized to make such decisions, attendance of teachers will not be required in the building or buildings so affected. However, teachers may be required to fulfill or complete the workday in another building. Time lost by teachers in connection with any incident mentioned in this section shall not be charged against the teacher but the teacher may be required to teach additional days to make up for time so lost, provided, that such make-up days are required to qualify for State Aid.

C. The Board shall provide the Association with copies of all compiled and published information concerning the financial resources of the district, tentative budgetary requirements and allocations, student enrollment data and teaching personnel statistics and any information necessary for the Association to process any grievance, except for information contained in the personnel files, which is deemed to be confidential by the Board. This information shall be forwarded to the Association as it is compiled and/or upon the request of the Association. The Association will be advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board prior to general publication.

Upon mutual consent, and except for personnel information deemed to be confidential by the Board, the Association shall be permitted access to those records pertaining to wages, hours and conditions of employment for the purpose of compiling statistical data of interest to the Association.

D. Ethical problems will be dealt with pursuant to the provisions of the Code of Ethics of the Education Profession as adopted by the National Education Association, unless contrary to the provisions of this Agreement or present policy of the Board.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be presented by the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will pay one-half of all cost of printing and providing this Agreement to presently-employed teachers. The Board will pay all other costs.

G. Except as expressly provided otherwise by the terms of this agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff and all rights and powers conferred upon the Board by the Constitution and laws of the State of Michigan are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

H. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

I. Each member of the school staff is expected to fulfill the terms of his contract of employment. Certified employees, regardless of status, who wish to terminate employment shall hand in written notice to the Superintendent's office as soon as their decision is final, but only after such action has been reported to and discussed with their principal or immediate supervisor. Teachers shall not discontinue their services with the Board of Education at any time after sixty (60) days before the opening of the new school term, except by mutual consent. In the event of re-employment, such employment shall be considered as a teacher new to this school system. However, the Superintendent of Schools is authorized to review each individual case to ascertain what circumstances may exist that warrant consideration beyond the normal case.

J. The present mandatory retirement age of seventy (70) shall be reduced by one year for each of the next five school years beginning with the 1966-1967 school year until it reaches the age of sixty-five (65).

K. Teachers may request that additional deductions be made from their pay for the following purposes:

1. Income Protection Insurance approved by the Association
2. Blue Cross-Blue Shield
3. United Foundation
4. Teachers' Credit Union
5. Association Dues--local, state, national
6. Professional Association dues as described in Article I, Section C
7. Others, upon mutual agreement.

L. Since Lamphere teachers recognize the superiority of Lamphere's instructional program, it is agreed that the members of the teaching staff be allowed to enroll their children as tuition students in Lamphere Public Schools.

M. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

N. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

O. INSTRUCTIONAL PERSONNEL SCHOOL CALENDAR

Holidays:

1. Thanksgiving Day and the Friday following will be holidays.



2. Christmas: Christmas recess will begin at the close of the school day on December 22. However, if December 22 is a Saturday or Sunday, the recess will begin at the close of the school day on the Friday immediately preceding December 22nd.
3. New Year's Day:
  - (a) School resumes on January 2, except when New Year's Day falls on a Thursday, Friday or Saturday.
  - (b) School resumes on Tuesday, January 3 when New Year's Day falls on a Sunday.
4. Easter:
  - (a) Recess begins at the close of the school day on the Thursday preceding Easter.
  - (b) School will resume on the second Monday following Easter.
5. Memorial Day:
  - (a) When Memorial Day falls on Sunday, school will resume on Tuesday.
  - (b) When Memorial Day falls on Thursday, school will resume on the following Monday.
  - (c) When Memorial Day falls on Tuesday, the preceding Monday will be a holiday.
6. In no event shall there be less than 180 student attendance days.

ARTICLE XIX

Duration

The provisions of this Agreement shall be effective as of July 1, 1966, and shall continue and remain in full force and effect until June 30, 1969.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 11th day of May, 1966.

BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 4,  
LAMPHERE PUBLIC SCHOOLS OF THE  
CITIES OF MADISON HEIGHTS AND TROY,  
OAKLAND COUNTY, MICHIGAN

By: George R. Nyquist  
President

Frederick W. Miller  
Secretary

LAMPHERE EDUCATION ASSOCIATION

By: Milvan H. Bryant  
President

E. Marian Michael  
Secretary

SCHEDULE A  
TEACHER'S SALARY SCHEDULE  
(School Year 1966-67)

POLICY NO. 4141-A  
Adopted: August 9, 1966

DEGREE	0	$\frac{1}{2}$	1	$1\frac{1}{2}$	2	$2\frac{1}{2}$	3	$3\frac{1}{2}$	4	$4\frac{1}{2}$	5	$5\frac{1}{2}$	6	$6\frac{1}{2}$
BA or BS	5600	5740	5880	6027	6174	6328	6483	6644	6807	6976	7147	7325	7504	7691
BA +15 hrs.	5796	5941	6086	6238	6390	6550	6710	6878	7046	7222	7398	7583	7768	7962
BA +30 hrs.	5936	6084	6233	6388	6545	6707	6872	7042	7216	7394	7577	7764	7956	8152
Masters	5992	6142	6292	6449	6607	6771	6937	7110	7284	7466	7648	7839	8030	8231
BA +50 hrs. or MA +15 hrs.	6160	6314	6468	6630	6791	6962	7131	7310	7488	7676	7862	8060	8255	8463
MA +30 hrs.	6384	6544	6703	6871	7038	7215	7390	7575	7760	7954	8148	8352	8555	8770
EDU. SPEC. or MA +45 hrs. or 2nd MA	6552	6716	6880	7052	7224	7405	7585	7775	7964	8164	8362	8572	8780	9001
Doctorate	7000	7175	7350	7534	7718	7911	8104	8307	8509	8722	8934	9158	9381	9616

DEGREE	7	$7\frac{1}{2}$	8	$8\frac{1}{2}$	9	$9\frac{1}{2}$	10	INDEX PLAN									
BA or BS	7879	8076	8273	8480	8687	8904	9121	A) BA or BS	Base 1.00 + 10	@5.0%							
BA +15 hrs.	8156	8360	8564	8778	8992	9217	9442	B) BA +15	Base 1.035+ 10	@5.0%							
BA +30 hrs.	8354	8560	8772	8988	9211	9437	9672	C) BA +30	Base 1.06 + 10	@5.0%							
Masters	8432	8643	8854	9075	9297	9529	9762	D) MA	Base 1.07 + 10	@5.0%							
BA +50 hrs. or MA +15 hrs.	8668	8886	9101	9330	9556	9797	10034	E) BA +50 hrs. or MA +15 hrs.	Base 1.10 + 10	@5.0%							
MA +30 hrs.	8983	9209	9432	9669	9904	10152	10399	F) MA +30	Base 1.14 + 10	@5.0%							
EDU. SPEC. or MA +45 hrs. or 2nd MA	9219	9451	9680	9924	10164	10420	10672	G) EDU. SPEC. or MA +45 hrs. or 2nd MA	Base 1.17 + 10	@5.0%							
Doctorate	9850	10097	10343	10602	10860	11132	11403	H) Doctorate	Base 1.25 + 10	@5.0%							

SCHEDULE A

Teacher's Salary Scale

A.	BA or BS	Base 1.00 + 10	at 5%
B.	BA + 15 hrs.	Base 1.035 + 10	at 5%
C.	BA + 30 hrs.	Base 1.06 + 10	at 5%
D.	Masters	Base 1.07 + 10	at 5%
E.	BA + 50 hrs. or MA + 15 hrs.	Base 1.10 + 10	at 5%
F.	MA + 30 hrs.	Base 1.14 + 10	at 5%
G.	Education Specialist or MA + 45 hrs. or 2nd MA	Base 1.17 + 10	at 5%
H.	Doctorate	Base 1.25 + 10	at 5%

---

5% increment = yearly increment

Semester hours, as listed in B, C, E, & F under Index Plan, shall be interpreted as any semester hours earned from accredited institutions of higher learning.

Semester hours, as listed in G under Index Plan, shall be interpreted as semester hours earned from an institution of higher education under an approved doctoral program.

SCHEDULE B

Supplemental Pay Scale

A.	Team Leaders Building Department Heads Special Education Building Level Coordinator	(a) \$250 - Each year for first two years (b) \$350 - Each year beginning 3rd year (c) \$500 - Each year beginning 6th year
B.	Visiting Teachers	(a) \$350 - Each year for first 3 years (b) \$500 - Each year beginning 4th year
C.	Consultants	(a) \$350 - Each year for first 3 years (b) \$500 - Each year beginning 4th year (c) \$600 - Each year beginning 6th year
D.	Counselors Building Level Coordinator	(a) Two extra weeks' pay for two (2) extra weeks' duty, one (1) prior to school in September, one (1) following school in June, based on ten (10) days' pay at their rate on the salary schedule.
E.	Adult Education Director	\$450.00 each year
F.	Plays	\$200.00 per play
G.	Yearbook	\$300.00
H.	Forensic	\$200.00 each year
I.	School Paper	\$20.00 per issue
J.	Band Director	\$350.00 each year
K.	One week attendance at camp with class	\$50.00
L.	Secondary Athletic Director	\$500.00 each year
M.	Athletics:	
	<u>Football:</u>	<u>Basketball:</u>
	10% Head Coach	10% Head Coach
	8% Varsity Assistant	8% Assistant #1
	7% Assistant #2	
	7% Assistant #3	<u>Track:</u>
		7% Head
	<u>Junior High Coaches:</u>	5% Assistant
	7% Head Coach	
	5% Assistant Coach	<u>7% Baseball Coach</u>
	7% Intramural Director	
		<u>5% Cross Country</u>
	<u>5% Golf</u>	
	<u>5% Cheerleader Coach</u>	<u>5% Tennis</u>

Percentage referred to in "Athletics" shall be computed on the salary a teacher should receive, according to the Teacher's Salary Scale, Schedule A. Provided, however, that the status a teacher is at on the Teacher's Salary Scale because of years of experience shall be determined by years of experience of high school or junior high school coaching in that particular sport for which he is receiving supplemental pay from the Board, and not by years of experience in teaching.

APPENDIX A

No more than two (2) increments on the Salary Schedules may be given to a teacher returning from a leave of absence for study and travel, at the discretion of the Superintendent of Schools, provided that at least 20 semester hours of academic credits were earned each year of the leave.

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement dated the 11th day of May, 1966, by and between Board of Education of School District No. 4, Lamphere Public Schools of the Cities of Madison Heights and Troy, Oakland County, Michigan (hereinafter referred to as the "Board") and the Lamphere Education Association (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, it is the desire of the Board and the Association to allocate some increase to the Board in certain State Aid for the 1966-67 school year to teacher remuneration; and

WHEREAS, the amount of said increase if any is not at this time determined but depends on legislative action in connection with Senate Bill No. 115 and/or House Bill No. 4025 in the Michigan Legislature.

NOW, THEREFORE, IT IS AGREED as follows:

1. This does not apply to increase in all State Aid, but only to certain State Aid, as hereinafter defined.

2. State Aid being considered is any increase in State Aid pursuant to amendment of the allocation formula set forth in Section 8 of Act 312 of the Public Acts of 1957 pursuant to Senate Bill No. 115 and/or House Bill No. 4025 but only so far as said amendment represents an increase in actual dollars per pupil received by the Board over what is presently included in the Board's budget for the 1966-67 school year. Furthermore, any increase of State Aid allocated for transportation under Section 11 of said Act, any increase allocated for tuition as provided in subdivisions (d), (e), (f) and (g) of Section 10, any increase pursuant to Section 309 (a) to 328 (a) of the School Code of 1955 for each teacher of the homebound and hospitalized, for each visiting teacher, for each speech correction teacher, for other professional employees to carry on approved programs under the provisions of Section 771 to 780 of the School Code of 1955 is not to be included as increased State Aid hereunder.

3. Of any increase in State Aid as defined in Section 2 above for the 1966-67 school year, the following allocations will be made:

(a) The first \$65,000.00 thereof shall be allocated to the Board for any and all purposes it wishes to use the money:

(b) Any increase in excess of \$65,000.00 shall be divided equally between additional remuneration for the teachers and the Board for any and all purposes for which it wishes to use the money:

4. The allocation of any increase in State Aid as above set forth to individual teacher remuneration will be mutually agreed upon between the Board and the Association.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

In the Presence Of:

Donald E. Wock  
Mary Lou Sargent

BOARD OF EDUCATION OF SCHOOL  
DISTRICT NO. 4  
LAMPHERE PUBLIC SCHOOLS OF THE  
CITIES OF MADISON HEIGHTS AND TROY,  
OAKLAND COUNTY, MICHIGAN

By George R. Muzzey, President  
Frederick W. Jeller  
ITS Secretary

LAMPHERE EDUCATION ASSOCIATION

By Milton H. Bryant  
ITS President

NOTE FROM SUPERINTENDENT

September 21, 1966

In compliance with Paragraphs 3 and 4 of the "Supplementary Agreement", the following actions were taken by the Board of Education on the dates indicated:

- (1) August 9, 1966: The minimum salary for the bachelor's degree was changed from \$5,500.00 to \$5,600.00. All other steps in the schedule were revised according to the adopted index ratio formula. The new schedule is shown as Schedule A of this contract.
  
- (2) September 13, 1966: Each teacher in the bargaining unit was authorized to receive a term life insurance policy in the amount of eight thousand (\$8,000.00) dollars, with a double-indemnity clause for accidental death or dismemberment. This policy went into effect on September 14, 1966.