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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

AGREEMENT

THIS AGREEMENT is entered into this 16th day of August, 1966, by and between the BOARD OF EDUCATION OF BLOOMFIELD HILLS SCHOOL DISTRICT, Michigan, hereinafter called the "Board," and the BLOOMFIELD HILLS EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Michigan Public Act 366 of 1947 as amended by Michigan Public Act 379 of 1965, for all personnel certified as teachers by the Michigan Department of Education and employed by the Board in educational positions, whether on tenure or in a probationary status, but excluding supervisory and executive personnel, senior high school department heads, office and clerical employees, per diem employees, and independent contractors. It is understood that the bargaining unit specifically includes all of the following employees who meet the general criteria specified in the preceding sentence: classroom teachers, summer school teachers, driver education teachers, adult education teachers, educationally certificated personnel in recreation positions, contractual substitute teachers (not day to day substitutes), guidance counsellors, librarians, school psychologists

Bloomfield Hills Sch. Dist.

MEH
1216 Kendall
E. Lansing, Mich.
48823

and social workers, speech correctionists, hearing therapists, visiting teachers, helping teachers, critic teachers, and teachers of the housebound or hospitalized, whether or not assigned to a public school building.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the business office an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted monthly from November 1st to June 1st to the Association; provided, however, that the Board will deduct dues as above specified only on the basis of authorization forms delivered to the business office on or before October 15 of each year.

ARTICLE II

School Facilities; Information

A. The Association shall have the privilege to use school building facilities at all reasonable hours for meetings, subject to the same regulations relative to maintenance charges as apply to other local organizations. Bulletin board space in lounges and school mail facilities shall be made available to the Association.

B. The Board agrees to furnish to the Association, upon its reasonable request, copies of any preliminary budgets approved by the Board, copies of budgets submitted to Oakland County Allocation Board, and such other statistics or financial information, in possession of the Board and not readily available to the Association from other sources, as is necessary to enable the Association to bargain intelligently with respect to future collective bargaining agreements. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled or to furnish copies of any documents which have not become a matter of public record.

ARTICLE III

Professional Compensation

A. The schedule for salaries and incentive pay set forth in Schedule A attached hereto shall be in effect for the duration of this Agreement.

Incentive pay will be determined in accordance with existing policy ("Program for Teacher Evaluation 1965-66" and its "Teacher Evaluation Form"), except that no maximum or minimum percentage figure will be used to determine the number of teachers who receive incentive pay and all eligible teachers will be given consideration. To be granted incentive pay, an eligible teacher must receive an average rating of two (2) or better on his or her "Overall Evaluations" for the preceding school year, and the recommendation of his or her principal.

A denial of incentive pay will be subject to the grievance procedure, but the evaluator's good faith judgment of professional performance shall not be reviewable in such procedure and any such grievance shall be sustained only if it is established (a) that the denial of incentive pay was based on a factor other than good faith judgment of professional performance, or (b) that the specified evaluation procedures were not followed. The decision of the Board of Education will be final on any grievance concerning incentive pay.

As soon as possible, principals will review their recommendations on incentive pay on the basis of the criteria set forth above and will add or delete names as appropriate.

B. The supplementary pay schedule set forth in Schedule B attached hereto shall be in effect for the duration of this Agreement.

ARTICLE IV

Teaching Hours; Calendar

A. The normal teaching hours will be as follows:

Senior High Schools 7:45 A. M. - 3:00 P. M.

Junior High Schools 8:10 A. M. - 3:30 P. M.

Elementary Schools 8:40 A. M. - 4:00 P. M.

It is recognized that circumstances may call for variations from this schedule, but the time intervals in the various schools will not exceed the limits indicated.

B. It is understood that the foregoing schedule shall in no way be construed to limit the time required for proper discharge of the teacher's professional obligations to the school system and its pupils. The Board agrees that any required non-classroom duties will be assigned on a reasonable and equitable basis.

C. All elementary teachers shall be entitled to a duty free lunch period of at least 45 minutes in each full school day. In the case of physical education teachers, this period may be divided into two segments.

D. Elementary classroom teachers will be permitted to take 15 minutes relief time out of each period when their children are being taught special subjects such as music, art and physical education.

E. Teachers of special subjects such as music, art, and

physical education will be provided at least one 15 minute relief period in the morning and one 15 minute relief period in the afternoon of each full school day.

F. The school calendar attached hereto as Schedule C shall be in effect for the duration of this Agreement.

ARTICLE V

Teaching Loads and Assignments

A. Normal weekly teaching loads in the senior and junior high schools will be as follows:

Senior High Schools - 25 teaching periods (or 20 teaching periods and 5 supervised study periods) and 5 unassigned preparation periods.

Junior High Schools - 30 teaching periods and 5 unassigned preparation periods.

It is recognized that circumstances may require occasional variations from these norms. Should any such variation become necessary, the administrator concerned will consult with the teacher and the appropriate Association representative and give such persons full opportunity to discuss any objections or suggestions they may have before making his decision.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary schools will be notified and consulted by their principals prior to June 1 whenever practicable. Teacher preferences will be observed to the extent possible.

D. The Board will continue its efforts to provide as high a ratio of teachers to students in the system as can be attained consistent with the numerous factors involved, which include the availability of qualified teachers and the funds with which to increase the teaching staff, the growth in the number of pupils to be served, the limitations of school facilities and space, professional knowledge as to desirable teacher loads, willingness of school district residents to provide sufficient staff for such loads, current status of public opinion, and other similar factors.

The following table indicates teacher loads which are desired objectives, subject to the factors referred to above:

<u>Grade</u>	<u>Number of Pupils per Teacher</u>
Grades 9, 10, 11, 12:	
Citizenship, etc.	100 - 150
Languages, etc.	100 - 150
Math	100 - 150
K - 6	20 - 25 pupils per class
Grades 7 and 8	24 - 28 pupils per class

ARTICLE VI

Materials and Supplies; Facilities; Non-discrimination

A. Teachers will be consulted from time to time for the purpose of improving the selection and use of textbooks, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, and teacher recommendations will be given careful consideration.

B. The Board shall make available in each school adequate teacher lunchroom and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, provided that one room may be used as both faculty lunchroom and faculty lounge.

C. A telephone for conference calls, so situated as to permit such calls to be made in private, will be made available to teachers in each school building. A pay telephone will be made available in each school building.

D. The Board agrees to post signs at parking lots indicating areas designated for teacher use.

E. Within the limits of professional behavior and generally accepted moral standards, the private and personal life of any teacher is not an appropriate matter for the concern or attention of the Board.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with, the activities of any teacher 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 VII

Newly Created Positions; Promotions

A. The Board will post in each school building, and furnish to the Association, a list of any newly created professional positions or any promotional opportunities.

B. Any teacher may apply for any such newly created position or promotional opportunity. The application shall be in writing and shall be filed with the Superintendent's office within ten (10) school days after the list has been posted as provided in Section A above. In filling such positions, the Board agrees to give due weight to the professional background and attainments of all applicants. The Board's basic consideration in filling new positions and making promotions will be the best interests of the school system. Wherever possible consistent with this basic consideration, the Board will follow a policy of filling new positions and making promotions from within its own teaching staff, including promotions to supervisory and executive levels.

C. Any teacher who shall be promoted to a supervisory or executive position and shall later return to teacher status shall be entitled to a place on the teacher salary schedule according to his total service credit.

ARTICLE VIII

Transfers

A. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teaching performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever practicable.

B. Any teacher desiring a transfer to a different subject, grade level, or school may file a written request for transfer with the Superintendent at any time, and such request will be given due consideration. Any such request shall remain in effect for one year from the date when filed. The request shall be submitted in duplicate, and one copy will be returned to the teacher with an acknowledgment of receipt.

ARTICLE IX

Sick Leave

A. All teachers absent from duty on account of personal illness who are in the employ of the Board shall be allowed sick leave for a total of 10 days per year, accumulative to 100 days. The ten days shall be credited to the teacher at the beginning of each school year.

B. Days chargeable against sick leave are as follows:

- (1) Absence for critical illness or death in the immediate family, explained as husband, wife, children, members of the same household, father, mother, brother, sister, grandfather, grandmother, father-in-law, and mother-in-law.
- (2) Absence to make arrangements for medical or nursing care for emergency illness in the immediate family as defined above.
- (3) Absence for injury or disease compensable under the Michigan Workmen's Compensation Law up to the number of days accumulated at the time of injury or disease.
- (4) Special Leave days. Two days each year (non-accumulative) will be permitted for the following reasons:
 - (a) Legal business that could not be handled after school or on Saturday.
 - (b) Funerals other than immediate family.
 - (c) Counseling or conference with college advisors that cannot be scheduled after school hours.
 - (d) Conference with certification officer in Lansing.
 - (e) Early dismissal to attend summer school.

- (f) Religious holidays.
- (g) Other important and urgent matters which cannot be handled outside school hours. (Grant or denial of Special Leave days in this category (g) will be at the sole discretion of the administration.)

Special Leave days will not be permitted for purposes of personal pleasure, such as travel, hunting, skiing, sport events, or extended vacation.

Special Leave days must be requested in advance on the proper form available in school offices. The request will include a statement by the teacher in writing that the requested Special Leave is for a purpose authorized by this Section B (4) of Article IX, except that if the requested Special Leave comes within category (g) above the teacher will state the specific purpose.

ARTICLE X

Leaves of Absence

- A. Leaves of Absence - Without Pay and Without Salary Credit
1. Personal Illness - Any teacher whose personal illness extends beyond the sick leave accumulated days under Article IX, may be granted a leave of absence for such time as is necessary for complete recovery from such illness, but not to exceed one year's time.
 2. Maternity Leave - A maternity leave shall be granted commencing not later than the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall present a physician's certificate of probable date of birth. The teacher may return from such leave at any time upon mutual agreement between the teacher and the Board. The request for return from leave shall be accompanied by physician's statement indicating physical and emotional capability to resume position.
 3. Public Office - Teachers who file proper application to campaign, or serve, in an elected public office may be granted a leave of absence for one year, except the Board may grant approval for future years upon proper request.
- B. Leaves of Absence - Without Pay but With Salary Credit
1. Peace or Teacher's Corps - Leave of absence will be granted to teachers who have been accepted as full time participants in such programs. Leave of absence is not to exceed one year except when the Board may grant approval for the second year upon request. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation.
 2. Officers of National or State Associations - Teachers who have been elected as President or Secretary of NEA or MEA, upon proper application to the Board, may be granted a leave of absence for the purpose of performing duties of the Association for a period of one year. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation.

3. Military Service - Teachers who have been inducted or enlist for military duty in any of the armed forces of the United States may be granted leaves of absence for a period not to exceed three months beyond their honorable discharge date. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation. A dishonorable discharge from above service does not obligate the Board for future employment.

C. Professional Growth Leave

1. Professional Growth Leave will be granted upon the terms and conditions hereinafter set forth.

2. Eligibility

- (a) Any teacher of Bloomfield Hills School District who has been employed at least seven (7) consecutive years by said Board as a full-time professional employee of said School, and at the end of each additional period of seven (7) or more consecutive years of said employment, may be granted by said Board a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time; provided, however, that said teacher, to be eligible, must hold a permanent or life certificate or be engaged in teaching in a school maintained by said Board; and further provided, however, that a maximum of 2% of the professional employees of said school may be granted professional growth leave in any school year. Insofar as possible, a proportionate division of leaves will be granted to the professional staff.
- (b) Absence from service in said school for a period of not more than one (1) year under a leave of absence without pay granted by said Board for restoration of health or, if the Board so determines, for professional improvement, shall not be deemed a break in the

continuity of service required by this program and shall be included as a year of service in computing the eligibility requirements.

- (c) A professional growth leave may be granted a teacher for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
- (d) Said Board shall not be held liable for death or injury sustained by any teacher while on said professional growth leave.
- (e) During said professional growth leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and shall be paid compensation as hereinafter provided.
- (f) As a condition to receiving final approval for professional growth leave, a teacher shall file with the Secretary of the Board a written agreement that said teacher will remain in the service of said school for a period of two (2) years subsequent to the expiration of said leave.

3. Procedure for Application for Professional Growth Leave

- (a) Application for professional growth leave must be filed in writing with the Superintendent of Schools by April 15 for leaves to begin with the first semester of any school year and by October 15 for leaves to begin in the second semester of said school year. Said application as submitted shall include the following information:

- (i) For Formal Study:

A program of work should be outlined which will qualify the applicant for a higher credential in his profession, or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

- (ii) For research and/or writing:

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

(iii) For Travel:

A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

(iv) For other reasons:

A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school.

(b) Upon receipt of any such application, the Superintendent shall refer said application to the Evaluation Committee of said Board for preliminary study and consideration. It shall be the duty of the Committee to make recommendations concerning all applications for professional leave. In recommending approval or disapproval of any application, said Committee shall consider the following factors:

- (i) Date of filing application
- (ii) Purpose of the leave
- (iii) Length of service in the school
- (iv) Professional growth of the staff member
- (v) Availability of opportunity
- (vi) Other factors deemed important.

(c) The Superintendent of Schools shall report and make recommendations to the Board on each and every application at any regular meeting or special meeting called for said purpose. The Board shall duly approve or reject the requests for said leave and the Superintendent shall give notice to the applicant of the decision of the Board within thirty (30) days after the due date for filing said application.

(d) Said Board reserves the right to reject any or all requests for professional growth leave.

4. Requirements and Status While on Professional Growth Leave:

- (a) Upon acceptance by said Board of any application for professional growth leave and before the said leave shall commence, said teacher shall duly execute an agreement (form attached) whereby in consideration of the granting of said leave by the Board, the teacher agrees to perform the duties as required herein of a teacher on professional growth leave and shall thereafter for at least a period of two (2) years remain in the employ of said Board. Said teacher and his or her spouse, as the case may be (if appropriate) shall simultaneously therewith execute a demand promissory note (form attached) in the total amount of compensation to be received by said teacher during leave from the school; which said note shall represent liquidated damages to said school for inability, default, misperformance or non-performance of any or all of the duties of said teacher hereunder.
- (b) During the term of said professional growth leave, said teacher shall have a contract, shall be considered to be in the employ of said Board and shall receive compensation in the amount of one-half (1/2) of the base salary that he would have received had he been on active staff status during the period in which said leave is effective.
- (c) Payment of salary to the teacher on professional growth leave shall be made in accordance with the provisions of the Board for payment of salary to other teachers on the professional staff.
- (d) A term of professional leave shall entitle the 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.
- (e) The regular sick leave policy shall apply to an employee on professional growth leave.
- (f) A professional growth leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.

- (g) A professional growth leave once granted by the Board may not be terminated before the termination date of said leave except as otherwise provided herein or as otherwise determined by the Board.
- (h) During the term of said professional growth leave, the teacher shall report to the Superintendent of Schools as follows:
 - i. Said teacher shall immediately request approval from the Superintendent of Schools for any substantial changes in said teacher's planned program of leave as outlined in said teacher's application.
 - ii. An interim report shall be filed with said Superintendent by said teacher at the mid-point of the period for which leave is taken. Said report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the appropriate manner.
 - iii. Said teacher shall file with the Superintendent a final report of said teacher's activities at the expiration of said leave period, which said final report is to have the approval of the Board. Said Superintendent may, at his discretion, require proof that the program as presented by the applicant (with appropriate changes as subsequently approved) has been followed. Said final report with the said Superintendent's recommendation shall be presented to the Board for its approval. A teacher shall not be considered as having completed his duties and requirements of the professional growth leave until said final report has been finally approved by said Board, and the subsequent two year period of service completed.
- (i) A teacher granted professional growth leave may be required to perform such services and to engage in such activities during said leave as the Superintendent of Schools, with the approval of the Board, and the teacher, may agree upon in writing; provided, however,

that the teacher on said leave shall in any event furnish such, and as many, reports as the Superintendent deems necessary and reasonable to determine that the teacher is fulfilling his agreement and all of the requirements of said leave.

5. Termination or Expiration of Said Leave

- (a) If during the term of said leave the Board, upon the recommendation of the Superintendent, determines that the teacher on such leave is not fulfilling his or her agreement or is dilatory in any respect, the entire compensation paid to said teacher during said leave period shall become immediately due the school and all future payments, if any, shall be canceled and said teacher's contract shall, with good cause shown, be rescinded.

6. Status Upon Returning From Professional Leave

- (a) Teachers on such 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.
- (b) A teacher upon return from such 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 rules and regulations of the Board made pursuant to the law.
- (c) If any teacher completes his or her planned program of leave but does not return to the employ of said school, he or she shall, within two (2) years, repay said Board the amount received by said teacher for said leave. This obligation shall, as hereinbefore provided, be evidenced by a Demand Promissory Note. In the event that said teacher does return to said school after completing said leave, but does not remain in the employ of the school for two (2) years following said leave, he or she shall within three (3) years after termination of employment repay said school for compensation received during such leave period pro rata as the subsequent

period of service unexpired bears to said two (2) year period. The Board may waive the provisions of this paragraph 6 (c) at its discretion.

- (d) Upon the completion of employment for a period of two (2) years subsequent to the expiration of said leave, and said teacher having performed his duties with respect thereto, the Demand Promissory Note filed with the Board shall be voided by the Board.

AGREEMENT

Dated: _____

In consideration of BLOOMFIELD HILLS SCHOOL DISTRICT, by its Board of Education, having heretofore adopted a Professional Growth Leave Policy as a part of its contract of employment of said school's professional personnel and as a condition to the granting of said Professional Growth Leave to the undersigned, whose application therefor has been tentatively approved, the undersigned does hereby promise and agree to remain in the service of the said BLOOMFIELD HILLS SCHOOL DISTRICT as a full time professional employee for a period of two (2) school years subsequent to the expiration of the year in which the undersigned was accorded Professional Growth Leave.

WITNESSES:

BLOOMFIELD HILLS SCHOOL DISTRICT

DEMAND PROMISSORY NOTE

\$ _____

Dated _____

Upon demand the undersigned jointly and severally promise to pay to the order of BLOOMFIELD HILLS SCHOOL DISTRICT, a Michigan municipal corporation, the sum of _____

_____ DOLLARS with interest at no percent per annum, but at the rate of seven (7%) percent per annum from and after the date said demand is duly made.

Principal and interest due hereon shall be payable at the Bloomfield Hills School District offices at 4200 Andover Road, Bloomfield Hills, Michigan.

The makers hereof waive presentment, demand, protest and notice of dishonor.

ARTICLE XI

Insurance

The Board will pay \$125.00 per year toward the cost of hospital-medical-surgical insurance for employee and dependents (Blue Cross-Blue Shield or other comparable plan agreed upon by both parties) for each teacher who makes proper application to participate, except that where a lesser amount will pay the full cost of such insurance, the Board will pay only such lesser amount. The provisions of the group policy and the rules and regulations of the carrier will govern as to commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. The Board's sole and only responsibility shall be for payment of its portion of premiums as set forth above.

All payments by the Board for Michigan Education Association insurance shall be made on behalf of the teacher to the Bloomfield Hills School Employees Credit Union but only as to those teachers who are duly enrolled subscribers for such insurance, and who have authorized deduction and payment of premiums therefor by said credit union during the ensuing month, as certified to the Board by an officer of said credit union.

ARTICLE XII

Teacher Evaluation

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

B. Each teacher shall have the right upon request to examine any of the following documents in his file: (a) teacher's certificate; (b) college transcript; (c) evaluations of his professional performance; (d) letters from parents; (e) clippings from newspapers or periodicals. Entries in teacher files will be signed and dated as part of routine procedure; however, no entry will be invalidated by inadvertent omission of signature or date if the identity of the person making the entry and the date thereof can be established by competent proof or if such facts are immaterial to the issues at hand.

ARTICLE XIII

Protection of Teachers

A. Discipline is the responsibility of the teacher, with appropriate support from administration. The Board, however, recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, and that the teacher has fully discharged all aspects of his or her own responsibilities, the Board will take reasonable steps to provide such services and, where appropriate, to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported by the teacher to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, although not to render any further legal services. The Board will further render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

ARTICLE XIV

Informal Conferences

The Superintendent, and such other Board representatives as the Board or the Superintendent may designate, will meet informally once a month (unless more or fewer meetings are mutually agreed upon) with the Association for purposes of discussion of problems of mutual concern. Reference is hereby made to Article XIX of this Agreement. The discussions referred to in this Article XIV shall involve simply mutual exchange of suggestions and ideas, and shall in no sense be considered negotiations.

ARTICLE XV

Professional Grievance Procedure

A. Any teacher, group of teachers or the Association, believing (1) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) that there has been a violation, misinterpretation or misapplication of any written policy established by the Board from time to time relating to rates of pay, wages, hours of employment or other conditions of employment, or (3) that any disciplinary action (not including any action covered by the Tenure of Teachers Act) was unjust or improper, may file a written grievance with the Principal of the school building involved, or with the Superintendent or his designee, on a form to be provided by the Board, if the grievance arises in more than one school building or is based on action at a level higher than the Principal. Any grievance must be presented within eight school days following the act or condition which is the basis of the grievance, and shall clearly state the claimed basis for the grievance.

B. Within eight school days of receipt of the grievance the Principal, or the Superintendent or his designee, as the case may be, shall meet with an Association representative in an effort to resolve the grievance. The affected teacher(s) may be present at such meeting only by agreement of all parties. If the meeting is with the school Principal and the parties cannot agree, the grievance shall within eight school days

of the meeting with the Principal be delivered by the Association to the Superintendent, who shall have eight school days thereafter to approve or disapprove the grievance. If the grievance is filed directly with the Superintendent or his designee, he shall have eight school days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent or his designee, either upon review of the action of the school Principal, or in the first instance, the grievance shall within eight school days of such denial be delivered by the Association to the Secretary of the Board.

C. Not later than twenty-five school days following receipt of the grievance by the Secretary of the Board, the Board shall pass upon the grievance at a regular or special meeting. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. Promptly after it has made its decision, the Board shall advise the aggrieved teacher(s) and the Association of its decision in writing.

D. It is understood that following the decision of the Board, the Association reserves its right to utilize the procedures of the State Labor Mediation Board as provided by statute.

E. If any teacher is found to have been improperly deprived of any professional compensation, the same shall be paid to him.

F. Failure at any step of the grievance procedure to approve or disapprove a grievance within the specified time limits shall permit filing an appeal at the next step of the procedure within the time which would have been allotted had the approval or disapproval been timely given. Failure to file a written grievance within the time specified above 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. The parties recognize the great desirability of resolving grievances without formal procedure, and accordingly agree that informal discussion will be utilized prior to a filing of a written grievance wherever possible, although such informal discussion shall not be required as a condition precedent to filing of a written grievance.

H. Notwithstanding any of the foregoing provisions, any teacher shall have the right to process his or her grievance individually in accordance with Section 11 of the Public Employment Relations Act (Michigan Public Act 336 of 1947 as amended).

ARTICLE XVI

Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they shall call before a time designated by the building Principal 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. 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. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or employed by the Board during the life of this Agreement.

ARTICLE XVII

Conformity to Law

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.

ARTICLE XVIII

Reservation of Rights

The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or for dismissal or demotion; and to promote and transfer all such employees;

3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

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

ARTICLE XIX

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XX

Duration

This Agreement shall be effective as of July 1, 1966 and shall continue in effect until July 1, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

At least 60 days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board. In any such negotiations, 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 approval by the Board and ratification by the bargaining unit, 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 approval and ratification.

If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation

Board or take any other lawful measures it may deem appropriate.

Not more than five Association representatives will be granted released time for purposes of contract negotiations in accordance with the following schedule:

First 5 meetings begin at 4:00 P. M.
Next 5 meetings begin at 1:30 P. M.
Next 5 meetings begin at 4:00 P. M.
Next 5 meetings begin at 1:30 P. M.

and so forth, until negotiations are concluded. The teaching duties of an Association representative assigned to an elementary school shall be performed by a substitute, who will be paid by the Board. The teaching duties of an Association representative assigned to a secondary school shall be performed by a member of the regular teaching staff of that school selected by the Principal, who shall be paid, in addition to his or her regular compensation, at the rate of \$4.00 per hour of actual teaching.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION,
BLOOMFIELD HILLS SCHOOL DISTRICT

By _____
Its President

And _____
Its Secretary

BLOOMFIELD HILLS EDUCATION
ASSOCIATION

By _____
Its President

And _____
Its Secretary

BLOOMFIELD HILLS SCHOOL CALENDAR
1966-67

September - 1966

Two day workshop for all teachers new to system - Thursday and Friday,
September 1 and 2.

Teachers' Workshop - Tuesday, September 6.

Classes begin Wednesday, September 7, with full day of school.

School days in September 18

October - 1966

School days in October 21

November - 1966

MEA Teachers' Institute - Thursday and Friday, November 3 and 4.

Thanksgiving Vacation - Thursday and Friday, November 24 and 25.

School days in November 18

December - 1966

Christmas Vacation - December 23 through January 1, Inclusive

1/2 day of school with dismissal at noon on December 23.

Classes begin at regular time Monday, January 2.

School days in December 17

January - 1967

First semester ends Friday, January 27.

Classes close at regular time Thursday, January 26.

No school Friday, January 27.

School days in January 21

February - 1967

School days in February 20

March - 1967

Spring Vacation - March 24 through April 2, Inclusive

Classes close at regular time on March 23.

Classes begin at regular time on April 3.

School days in March 17

April - 1967

School days in April 20

May - 1967

No school on Monday, May 29 or on Memorial Day, May 30.

School days in May 21

June - 1967

Classes close at regular time on Wednesday, June 14.

Schools close Friday, June 16.

School days in June 10

Total days in session 183

Approved by Bloomfield Hills Board of Education - 7/19/66

Bloomfield Hills School District
1966-67 Supplemental Pay Schedule

		YEARS OF SERVICE					
		0	1	2	3	4	5
<u>High School</u>							
Athletic	- Director	550	580	610	640	670	700
Band	- Director	450	480	510	540	570	600
Baseball	- Head	425	455	485	515	545	575
Baseball	- Assistant	250	280	310	340	370	400
Basketball	- Head	525	555	585	615	645	675
Basketball	- Assistant	350	380	410	440	470	500
Cross Country	- Coach	150	180	210	240	270	300
Drama	- Director	300	330	360	390	420	450
Football	- Head	625	655	685	715	745	775
Football	- Assistant	350	380	410	440	470	500
Girls Athletics	-	375	405	435	465	495	525
Golf	- Coach	150	180	210	240	270	300
Grade 10	- Sponsor	100	110	120	130	140	150
Grade 11	- Sponsor	150	160	170	180	190	200
Grade 12	- Sponsor	200	210	220	230	240	250
Intramural Sports	-	100	130	160	190	220	250
Pep Club	- Sponsor	70	100	130	160	190	220
School Paper	- Sponsor	300	330	360	390	420	450
Soccer	- Coach	350	380	410	440	470	500
Skiing	- Coach	150	180	210	240	270	300
Student Council	- Sponsor	200	210	220	230	240	250
Tennis	- Coach	150	180	210	240	270	300
Track	- Head	425	455	485	515	545	575
Track	- Assistant	250	280	310	340	370	400
Vocal Music	- Director	450	480	510	540	570	600
Yearbook	- Sponsor	300	330	360	390	420	450
<u>Junior High</u>							
Athletic	- Director	300	330	360	390	420	450
Band	- Director	250	280	310	340	370	400
Baseball	- Head	250	280	310	340	370	400
Basketball	- Head	350	380	410	440	470	500
Basketball	- Assistant	250	280	310	340	370	400
Department	- Heads	250	280	310	340	370	400
Drama	- Director	200	230	260	290	320	350
Football	- Head	350	380	410	440	470	500
Football	- Assistant	150	180	210	240	270	300
Girls Athletics	-	200	230	260	290	320	350
Intramural Sports	-	100	130	160	190	220	250
Soccer	- Coach	250	280	310	340	370	400
Track	- Head	250	280	310	340	370	400
Track	- Assistant	150	180	210	240	270	300
Vocal Music	- Director	250	280	310	340	370	400
<u>Elementaries</u>							
Curriculum	- Heads	200	230	260	290	320	350
Band	- Director	200	230	260	290	320	350

BLOOMFIELD HILLS SCHOOL DISTRICT

1966-67 Teacher's Salary Schedule - June 30, 1966

Years	Bachelor's		Bachelor's + 20 hrs		Master's		Master's + 30 hrs	
	Base	Incentive	Base	Incentive	Base	Incentive	Base	Incentive
0	\$5675 250	\$ 0	\$5875 250	\$ 0	\$6150 300	\$ 0	\$6450 300	\$ 0
1	5925 260	0	6125 260	0	6450 330	0	6750 330	0
2	6185 270	0	6385 270	0	6780 360	0	7080 360	0
3	6455 280	6778	6655 280	6988	7140 360	7497	7440 360	7812
4	6735 290	7072	6935 290	7282	7500 390	7875	7800 390	8190
5	7025 300	7376	7225 300	7586	7890 390	8285	8190 390	8600
6	7325 310	7691	7525 310	7901	8280 420	8694	8580 420	9009
7	7635 320	8017	7835 320	8227	8700 420	9135	9000 420	9450
8	7955 330	8353	8155 330	8563	9120 450	9576	9420 450	9891
9	8285 340	8699	8485 340	8909	9570 450	10049	9870 450	10364
10	8625 350	9056	8825 350	9266	10020 480	10521	10320 480	10836
11	8975	9424	9175	9634	10500	11025	10800	11340

Full credit to the sixth step of the schedule, or one-half year credit for each year taught elsewhere, whichever is the higher.

Bloomfield Hills Board of Education
 4175 Andover Road
 Bloomfield Hills, Michigan
 Eugene L. Johnson, Superintendent

Bloomfield
Hills

7

5575 Westwood Lane
Birmingham, Michigan
August 17, 1966

Mr. Kai Erickson
Michigan Education Association
1216 Kendale Boulevard
East Lansing, Michigan

Dear Mr. Erickson:

Thank you for your prompt response to our request for legal advice concerning the completed parts of our master contract. We studied the changes suggested by attorney Raymond R. Campbell, and although we considered them to be most valid, we thought they were probably not of serious enough implication to warrant re-opening of the affected contract provisions. However, we are saving them for items to be bargained when negotiations are begun next spring. Several of the alterations suggested by Mr. Campbell pertained to the section on Professional Growth Leave, and since this area affects only two or three teachers each year we thought we could delay changes in its contents one more year. Please express our appreciation to Mr. Campbell for his careful appraisal of our proposed agreement.

You will find enclosed two copies of the completed document as you requested. The contract was ratified at a general meeting of B.H.E.A. held on Thursday, August 11, at 7:30 P.M., the vote for acceptance being 89 "yes" and 31 "no". The principal, and in fact practically the only objection was over the supplementary pay schedule. This will give us an added goal for next year. The Board of Education voted for ratification on Tuesday evening, August 16. We are pleased, of course, to have the task completed and hope we negotiated the best possible contract for Bloomfield Hills teachers.

If there is any further information that would be helpful to you please let us know.

Sincerely yours,

Jane E. Marshall
President B.H.E.A.