

Bloomfield Hills
B. H. E. A. Contract

8-28-71

Bloomfield Hills

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1969, by and between the School District of Bloomfield Hills, Michigan, hereinafter called the "Board", and the Bloomfield Hills Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bloomfield Hills is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and 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 certificated 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 full or part-time supervisory (such as teaching principals or teaching coordinators), administrative, and executive personnel, system coordinators, office and clerical employees, per diem employees, all other 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 and adult education teachers, who are regularly employed during the school year, driver education teachers, who are regularly employed during the school year, educationally-certificated personnel in recreation positions who are regularly employed during the school year, contractual substitute teachers (not day-to-day substitutes), guidance counselors, librarians, school psychologists and social workers (with certificates), speech correctionists, hearing therapists, visiting teachers, special education teachers, and teachers of the housebound or hospitalized, whether or not assigned to a public school building.

Administrators defined

Bargaining unit defined

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 Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.

Individual grievance right

ARTICLE II - RIGHTS OF THE BOARD

A. 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 invested in it by the Constitution and the laws of the State of Michigan.

B. 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.

Board Powers

ARTICLE III - EMPLOYMENT STANDARDS

A. The parties to this Agreement reaffirm the retention by the Board of the exclusive authority to select and employ new professional personnel in the School District. However, in keeping with the high standards of the community, the Board agrees to the following statement in this regard:

Certification requirement

1. To the extent possible, only teachers who possess a provisional or a permanent certificate will be given consideration for employment.

Degree requirement

2. It is the intent of the Board to hire teachers who shall be the holder of at least a Bachelor's Degree from an accredited college or university. To the extent possible, preference shall be given to teachers possessing a Master's Degree for secondary schools.

Certification & the Contract

3. All teachers must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.

Experience

4. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

Departmental interview

5. In secondary schools, a representative of the department (if available) to which a prospective teacher is applying shall have an opportunity to interview the prospective teacher and advise the building administrator as to the desirability of the candidate.

Summer employment

6. Preference shall be given to teachers regularly employed by the Board for all instructional positions in driver education, adult education (embracing subjects taught in the school system during the regular school year) and academic summer school. If a qualified teacher in the regular employment of the Board applies for driver education, adult education (embracing subjects taught in the school system during the regular school year) and academic summer school, he shall be given the position.

B. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the District, then the teachers with the most service with the District, who are fully qualified and capable to staff the positions kept active, shall be retained.

T. B. requirement

C. A certification of freedom from tuberculosis shall be filed annually by each teacher prior to the opening of the work year.

ARTICLE IV - ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. The Association likewise agrees to uphold these teacher rights.

Rights under
P.E.R.A. 379

B. The Association shall be the only teacher bargaining group that shall have the privilege to use school building facilities at all reasonable hours for meetings on the same basis as any civic organization in the school district, as established by Board policy. Arrangements for such building use must be made with the building principal.

Association
meeting
places

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises, provided permission is received from the building principal or his designee. Such permission shall be granted if it does not interfere with or interrupt normal school operations.

Association
business in
schools

D. Bulletin board space and mail facilities in each school building, including teacher mail boxes, shall be made available to the Association for official business. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes.

Use of
school mail

E. The Board agrees to make available to the Association a copy of any preliminary budgets approved by the Board, a copy of budgets submitted to the Oakland County Allocation Board, and a copy of such other statistics of financial information including annual financial or audit reports and Treasurer's reports, census and membership data, a copy of the school directory, a copy of all minutes of Public Board Meetings, monthly Bloomfield Hills School Enrollment reports and such other public information, in possession of the Board and not readily available to the Association, to bargain intelligently, with respect to future collective bargaining agreements, or to process a grievance. 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 a copy of any document which has not become a matter of public record.

Board
information
available to
Association

ARTICLE IV - continued

F. The Board shall consult with officers and/or committees of the Association on any new or major revisions of educational policy, curriculum, or district-wide textbook adoptions which are under consideration. The Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

Association
&
curriculum

G. It is understood by the parties that the investigation, instigation and presentation of grievances should be carried on outside working hours whenever possible. In the event the Association Representative must use working hours to investigate or present a grievance, he shall first get the permission of the building Administrator and then conduct his investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

Grievance
outside
school
hours

H. The Association Building Representative shall be notified by the Building Administrator or his designated representative in his scheduling of Professional Staff Meetings.

Faculty
Meetings

I. Association Days

1. There shall be thirty (30) fully paid association days for the duration of this contract to be used for Association business.
2. These days shall be used subject to the approval of the Board of Directors of the Association.

J. The Board shall grant released time for the President of the Association which shall average two (2) hours per day for the school year. The Association shall reimburse the Board for one (1) of the hours; such reimbursement is to occur at the end of each semester.

ARTICLE V - PROFESSIONAL RESPONSIBILITIES

A. The Board is aware that the Code of Ethics of the Education Profession is presently considered by the Association and its membership to define acceptable criteria of professional behavior.

Code of
Ethics

B. The Association recognizes that abuses of temporary leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violation of discipline by a teacher reflect adversely upon the other teachers, and/or the teaching profession, and create undesirable conditions in the school building. Such abuse may be brought to the attention of the Association Building Representative who shall take appropriate action to eliminate such abuse. If the abuse is continued, the teacher shall be subject to appropriate discipline.

The Associ-
ation &
contract
violations

ARTICLE VI - DEDUCTIONS FOR PROFESSIONAL DUES

- A. Upon voluntary written authorization from the teacher, the Board agrees to deduct regular dues of the Association, the Michigan Education Association (MEA) and the National Education Association (NEA) from the teacher's regular salary. Authorization
- B. Individual authorization forms are to be furnished by the Association and when executed, filed by it with the Business Office. Filing
- C. Authorizations must be filed with the district's business office one (1) week prior to the third scheduled pay day of each school year, except in the cases of teachers hired after the beginning of school. Filing deadline
- D. Authorizations once filed with the Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Business Office. Provided a revocation filed after September 1 of any year shall not be effective until the first pay check due in the following school year. Revocation
- E. The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions. Dues refunds
- F. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.
- G. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, under procedures to be established by the Superintendent. The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurers of those organizations.
- H. Dues shall be deducted in an equal amount from one regular pay check each month, for nine (9) months beginning in October and ending in June each year unless otherwise revoked. Months of deductions

ARTICLE VII - TEACHER RIGHTS

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

ARTICLE VII - continued

Religion

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

Personal life

C. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as the teacher's competency and effectiveness in his school duties are unimpaired. Such matters shall be brought to the attention of the Association, if requested by the teacher involved.

Association & discipline

D. The teacher shall be entitled to Association representation and the Association shall be contacted in the event of any disciplinary action which involved more than a written warning that is related to violation, misinterpretation and/or misapplication of any provision in this Agreement. However, in matters concerning a teacher's moral integrity, the Association shall be contacted only if the teacher so requests.

Discipline information

E. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action shall be made available to the teacher. This information shall also be made available to the Association, except in cases involving a teacher's moral integrity.

Examinations of teacher's file

F. 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. Entries prior to adoption of the 1966-67 contract shall not 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.

1. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

ARTICLE VII - continued

2. All communications, including evaluations by administrators, commendations and validated complaints (as set forth in Article X, Section D) directed toward the teacher which are included in the Personnel File shall be called to the teacher's attention at the time of such inclusion.

G. No teacher shall be prevented from wearing reasonable official insignia, pins, or other identification of membership in the Association on school premises.

ARTICLE VIII - ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Arbitrarily forcing a teacher to use a specific style, technique, or procedure of instruction shall be considered a breach of academic freedom. This shall in no way usurp the prerogative of the Board in matters of curriculum, textbooks and teaching tools as set forth in Michigan School Law.

Breach of
freedom
defined

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE IX - TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board acknowledges that exceptional children require special education by specifically certified teachers. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.

Student
discipline

ARTICLE IX, SECTION B - continued

B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.

Removal
from class

C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint is given to said teacher. If a question of breach of professional ethics is involved, the Association shall be notified. If a teacher is complained against or sued as a result of any action taken by the teacher relating to his normal scope of duties which the Board determines was in accordance with and within the scope of his duties and authority and Board policy, the Board will provide legal counsel for the teacher with respect to such complaint or law suit.

Legal
protection
by Board

D. Any case of physical assault upon a teacher or his property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the teacher if the Board determines that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Legal pro-
tection by
Board

E. The Board shall continue to provide in sufficient quantity, special and protective clothing and safety devices to those teaching positions that have used them in the past as required by the nature of the teaching assignment, furnished and uniformly used throughout the school system, and shall provide for the maintaining or replacement of such articles. This provision shall apply only to industrial arts, home economics, science, physical education, and various craft classes.

Protective
clothing

F. No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. It is anticipated, however, that each teacher will act and react in such situations in a professional, reasonable and responsible manner.

Responsi-
bility in
emergencies

ARTICLE X - TEACHER EVALUATION

A. The work performance of all teachers shall be evaluated in writing, as per Board policy.

B. Evaluations shall be conducted by the teacher's director, immediate supervisor and/or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Counselor's evaluations shall be conducted by the Director of Pupil Services or the Building Administrator.

Who evaluates

C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. All classroom observation used for teacher evaluation shall be made in person for a minimum of thirty (30) minutes, or less, as mutually agreed upon.

Monitoring and length of observation

D. A copy of the written evaluation shall be submitted to the teacher at the time of the personal interview and the teacher shall have the opportunity to review the evaluation report with the appraiser. If the teacher does not agree with the evaluation, he may submit his own evaluation. In this event, both evaluations shall be placed in the teacher's personnel file in the Board Office.

Evaluation reports

E. No later than April 1st of each probationary year, the written evaluation report will be furnished to the Superintendent by the Building Administrator covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing. Article X, Section E, pertaining to probationary teachers, shall not be subject to the grievance procedure unless the procedure has been violated.

Probationary teachers' evaluation

F. Upon request of the Board, the Association shall assist in the study and implementation, of process evaluation of teachers such as micro teaching, interaction analysis and student feedback surveys. In the event that such evaluations are used, the evaluations shall be the exclusive property of the teacher and shall not be placed in the teacher's personnel file.

Process evaluation

ARTICLE XI - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate. Full and free communication between the principal or the supervisor and the teacher is not to be inhibited by the injection of any third party or Association representative unless formal grievance procedures are contemplated or formal disciplinary action by the principal or supervisor is anticipated.

Purpose

ARTICLE XI - continued

Grievance
defined

B. A "grievance" is a claim based upon a teacher's, group of teachers', the Association's or the Board's belief that there has been a violation, misinterpretation or misapplication of any provision in this Agreement. The "grievance" procedure shall not apply to any matter which is prescribed by law. An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action in a claim, or against whom action might be taken in order to resolve the claim. A grievance may be filed by an aggrieved teacher. A grievance may be filed by the Association whenever the grievance applies to more than one building and/or a group of teachers with a common complaint has requested such action of the Association.

Time
limits

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. If either party finds it impossible to meet the maximum number of days indicated at any of the steps, then that party shall give the other party written notice that a five school day extension is necessary to prepare the case for the next hearing. As soon as a party discovers that the time limits provided hereinafter have been violated, then that party shall so notify the delinquent party. After notification, a five (5) school day "grace" period shall commence. Failure to respond within the maximum number of days indicated at any level (plus the five school day "grace" period extension) shall result in the delinquent party losing the grievance. The time limits specified may, however, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

Grace
period

1. Level One - A teacher with a grievance shall first discuss it with his immediate supervisor or principal. The teacher shall hold this meeting within twenty (20) school days from the time of the incident over which the teacher is aggrieved or has reasonable ability to have knowledge of the incident. At his option, the teacher may invite an Association representative to be present while the grievance is discussed. When the Association is involved it shall hold this meeting within ten (10) school days from the time of the incident or from the time the Association has reasonable ability to have knowledge of the incident. Every effort shall be made to resolve the grievance informally. However, the teacher will assure the principal (supervisor) that the topic under discussion is in fact a grievance. Where the object of a grievance is an ongoing (continuing) violation, misinterpretation or misapplication of any provision in this Agreement, then the above time limits shall not apply.

ARTICLE XI - continued

2. Level Two - In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association or its representative within five (5) school days after the decision at Level One.

The Association shall make a judgment on the merits of the grievance. If the Association decides either that the grievance lacks merit or that the decision at Level One is in the best interests of the educational system, it shall so notify the teacher and the Superintendent in writing within five (5) school days, and the matter, insofar as the Association is concerned, is terminated. If the Association decides that, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Superintendent or such person as the Superintendent may designate within five (5) school days.

Association participation

Within five (5) school days after the Superintendent or his designee receives a grievance, he shall meet with the aggrieved teacher and a representative or representatives (maximum five) of the Association in an effort to resolve his grievance. If the grievance is transmitted directly to the Superintendent or his designee (omitting Level One) he shall meet with the Association within five (5) school days. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing, copies sent to the aggrieved, the Association, the principal (supervisor), coordinator, and Board of Education.

Teacher & Superintendent

All grievances filed by the Board shall commence at this Level. If the Board files the grievance, then the Board becomes the moving party and the Association becomes the responding party. The Board shall file the grievance by sending notice, in writing, to the President of the Association. The appropriate Association committee, including the President, shall then arrange a meeting with the Superintendent within five (5) school days after receipt of the written grievance in an attempt to resolve such grievance.

Board grievances

3. Level Three - If the grievance is not settled at Level Two, it shall be referred in writing to the Board of Education within five (5) school days after receipt of the notice in Level Two. The Board shall hold a hearing, or designate one or more of its officers and other such members as deemed necessary, to hold a hearing or otherwise investigate the grievance, or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its view at this Level within ten (10) school

Teacher & Board

ARTICLE XI, SECTION C, ITEM 3 - continued

days to the Board, or its representative, as it may authorize. The Board shall render a decision on the grievance within ten (10) school days, and present it in writing to the aggrieved teacher, the Association, the principal (supervisor), coordinator, and Superintendent.

4. Level Four -

- a. If the grievance is not settled at Level Three, either party may, within ten (10) school days after the date of the Board's written decision at Level Three, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the other party.
- b. Within five (5) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
- c. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree that the award of the arbitrator shall be final and binding.
- d. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- e. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration except in cases in violation of the evaluation procedure.

Request for
arbitration

Selection of
Arbitrator

Arbitrator's
decision
final

Arbitrator's
limits

ARTICLE XI - continued

- f. The arbitrator's fees and expenses (including per diem, travel and subsistence expenses, if any) shall be paid according to this formula:
1. Each party shall share equally the first two hundred (200) dollars.
 2. The losing party shall pay sixty (60) per cent and the winning party forty (40) per cent of anything in excess of two hundred (200) dollars.
 3. In the event neither party is clearly defined as the losing party by the arbitrator, then all the arbitrator's fees and expenses shall be shared equally by the two parties.

The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness, or requesting such participant.

D. Rights of Teachers to Representation:

1. Any party in interest may be represented at all stages of this grievance procedure by a person of his own choosing, except that he may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be given advance written notice and shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice shall be given the other party in advance if counsel is to be present. Use of outside counsel
2. 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 consistent with the terms of this Agreement, provided that the Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made. Grievance without the Association

E. Miscellaneous:

1. During the pendency of any proceedings and until a determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties. Confidential proceedings

ARTICLE XI - continued

- Right to
due process
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, or any other participant in the procedure set forth herein by reason of such participation. The Association agrees there shall be no coercion or reprisals against any member of the Board or Administrative personnel.
- Separate
grievance
files
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- Omitting
Levels 2 & 3
4. Levels Two and Three of this grievance procedure may be passed to the next level for any reason as determined by the Board or its representative (e.g. no authority to make the judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above Levels.
- Grievance
times
5. It is assumed that grievance problems will be handled at times other than when the teacher is at work, and that members of the Association and the Board will be present to process grievances promptly.
- Association
notification
6. If a teacher pursues the grievance without Association support as prescribed in Level Two, the right of the Association to be present and to present a view at hearings in Levels Two - Four is preserved. The Association is also to receive copies of written decisions at all Levels. The Board shall send the Association advance written notice of all such hearings.
- Association
& group
grievances
7. If more than one teacher has a similar complaint which has been individually discussed as provided in Level One, the Association may file a grievance to be commenced at Level Two, in lieu of individual grievances.
- Time
limit
extension
8. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to end of the school term or as soon thereafter as possible.
- Employee's
presence
required
9. If the employee elects to be represented, he must still be present at any level of the grievance procedure where his grievance is to be discussed. His absence shall mean the grievance for that teacher is waived unless the absence is due to an unforeseen emergency over which the teacher has no reasonable control, such

ARTICLE XI, SECTION E, ITEM 9 - continued

as an accident, serious illness or death in the immediate family. The aggrieved need not be present where it is mutually agreed that no facts are in dispute, and that the sole question is the interpretation of this Agreement.

10. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. Where the object of a grievance is money and/or services withheld and the final decision results in restoration of said monies and/or monies equivalent to services withheld, the losing party shall pay interest on the money according to the following formula:

- a. One (1) per cent per month when the amount is one hundred (100) dollars or more per individual.
- b. No interest is to be paid when the amount is less than one hundred (100) dollars per individual.
- c. In computing the interest, the time involved shall be rounded off to the nearest full month.
- d. In computing the interest, the time involved shall begin with the date the grievance is filed and end with the date of the final decision.
- e. The parties shall be held harmless due to inadvertent errors (such as computer or secretarial errors).

Interest on
monies &
services

11. The Association is prohibited from processing a grievance in behalf of an employee or group of employees without his (their) consent.

Employee's
consent
requirement

12. Grievance decisions with individual employees which appear in conflict with this Agreement may be aggrieved by the Association beginning in Level Two.

ARTICLE XII - PHYSICAL TEACHING CONDITIONS

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

ARTICLE XII - continued

B. Physical Environment:

Safe
working
conditions

1. To protect the health, welfare and safety of students, the Board shall observe and maintain all state and local codes and laws. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal. Teachers shall not be required to work under unsafe or hazardous conditions not of their making or to perform tasks which endanger their health, safety or well-being.

Faculty
lounge

2. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher and other adults' use and at least one room appropriately furnished, which shall be reserved exclusively for use as a faculty lounge in which smoking shall be permitted, provided that one room may be used as both faculty lunchroom and lounge. Provision for such facilities will be made in all future buildings.

Workroom

3. The Board or its designated representative in cooperation with the Association agrees to seek to provide workroom space of suitable size and location in each school to meet the teacher's need for such facilities.

Telephones

4. Outside telephones shall be available for teacher use, for professional and/or emergency purposes. A system will be maintained whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency.

Teacher
parking
facilities

5. Adequate off street paved parking facilities shall be provided and properly maintained and reserved for teacher use.

Teaching
supplies

6. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard test questionnaires, and classroom facilities and materials, and similar materials are necessary for the fullest professional performances. Teachers will be consulted once each semester for the purpose of improving the selection and use of such educational tools and the Board undertakes to give careful consideration to any teacher or Association recommendation.

Reference
books

7. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, and where feasible, the Board shall provide teacher reference materials in each school in the district and include all texts which are reasonably requested by the teachers of that school.

ARTICLE XII, SECTION B - continued

8. The Board agrees to make available, on a reasonable basis for the exclusive purpose of preparation, duplication, or reproduction of classroom instructional material, its typing, duplicating, stenciling, mimeographing and reproducing equipment. Wherever possible, or practicable, as determined by the building administration, clerical personnel shall be made available for the preparation, duplication, or reproduction of written tests, work sheets, study sheets, maps, transparencies. Duplication machines
9. The Board agrees to continue to provide the following:
 - a. Storage space for teachers, closet space for teachers to store personal belongings, and storage space in classroom for instructional materials.
 - b. Chalkboard space in classrooms. Teaching tools
 - c. Copies of texts and/or completed teaching and student materials used in courses teachers are to teach. However, in the absence of prepared materials, the teacher shall use his professional judgment to maintain the design of a program.
 - d. Dictionaries in classrooms where needed.
 - e. Attendance books, papers, pencils and the like required in daily teaching.
10. The Association or the Building Administrator shall be permitted to install, operate, and maintain vending machines in the teachers' lounge. Payment for supplies of these machines shall be taken care of by the Building Administrator and/or the Building Representative. Vending machines
11. Classroom Conditions:
 - a. The Board and the Association recognize that the availability and care of optimum school facilities for both student and teacher are desirable to insure the high quality education that is the goal of both teachers and the Board. This is a shared responsibility.

ARTICLE XIII - TEACHING HOURS AND LOADS

- A. The normal school day for students is hereby defined as a continuous period of six hours and thirty (30) minutes including the the lunch period. The normal school day for teachers will be forty (40) minutes in addition to the normal school day for students in Student & teacher day defined

ARTICLE XIII, SECTION A - continued

Teacher
tardiness

elementary and high schools, and thirty-five (35) minutes in junior high schools. Use of this forty (40) minutes (35 minutes for junior high) may be arranged with the building principal provided that in no case shall a teacher report to work less than ten minutes before the students' classes begin or leave earlier than ten minutes after students' classes are dismissed for the day. In the event teachers fail to comply with these times the building administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. Repeated abuse will require joint written communication to the teacher involved. It is recognized that circumstances may call for variations from this schedule, but the time intervals in the various schools will be on a continuous basis and not exceed the limits indicated.

Lunch
period

B. All members of the bargaining unit at the Senior High shall be entitled to a duty free uninterrupted lunch period of no less than twenty-five (25) minutes.

All members of the bargaining unit at the Junior High shall be entitled to a duty free uninterrupted lunch period of no less than thirty (30) minutes.

All members of the bargaining unit at the Elementary Level shall be entitled to a duty free lunch period of at least thirty-five (35) minutes in each full school day. In the case of Physical Education teachers, this period may be divided into two segments.

Teaching
load

C. The normal teaching load will be as follows:

1. As existing, a five period teaching assignment in a six period day for the senior high schools, and/or a six period teaching assignment in a seven period day for the junior high school. In non-period schools, the assignment is considered to be the normal full week. The normal full week for all teachers shall not exceed 25 teaching or classroom supervision hours. Teaching responsibilities include time between classes and recess supervision for elementary teachers.
2. Teachers will have a preparation period each day (as stated in number 1 above) in the senior high and junior high. Preparation periods for the elementary teacher will be achieved by any combination of the following:

Preparation
time

- a. Special subject teachers taking over classes for instruction in their particular field.
- b. Rotation of morning and/or afternoon recess duties with other teachers. Scheduling shall be subject to the principal's approval.

ARTICLE XIII - continued

- c. Rotation of duties in student lunchroom. The elementary teacher shall have a minimum of four and one half hours of preparation time per week, plus the duty-free lunch period.
 3. Teachers of music, art, cooperative education, librarians, speech therapists, reading consultants, school social workers, counselors and all special education teachers shall be provided with preparation time to the same extent as other teachers in the district. Specials' preparation time
 4. During the period when special subjects of vocal music, art and physical education are being taught, the elementary classroom teacher may use the time for preparation and relief, but this time should be utilized in a professional manner.
 5. The elementary building administration shall schedule the one hundred eighty (180) minutes of special subjects so that the special subject classes shall be spread throughout the five days of each full week in the most equitable manner possible.
- D. Elementary teachers of special subjects such as music, art, physical education and librarians, counselors, school social workers and other non-classroom teachers, will be provided at least one fifteen minute relief period in the morning and one fifteen minute relief period in the afternoon of each school day. Specials' relief period
- E. Building faculty meetings, department meetings, curriculum meetings and/or system-wide meetings will only be called when necessary to the efficient functioning of the program of the school, with said meetings falling within the normal school day for teachers. Extensions of meetings beyond the normal school day will be by mutual consent. Faculty meetings
- F. Non-Teaching Duties:
1. The teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following: Duties beyond regular day
 - a. Attending faculty meetings (as provided in Article XIII, Section E).
 - b. Annual open house.
 - c. Sponsoring one student activity per year beyond the normal school day for Junior and Senior High teachers, if requested by the building principal.

ARTICLE XIII, SECTION F - continued

2. Participation by teachers in activities of the school that are attended by the public such as P.T.O. meetings is desirable and shall be vigorously encouraged by the Association.

G. Teacher Responsibility:

1. The Association acknowledges that teachers have a responsibility to regulate the conduct and protect all students on school property. Under usual circumstances, teachers will be available immediately before and after school in or near their classroom to assist students. All teachers and administration share a responsibility for the movement of students within the building.

Corridor
supervision

H. The Board recognizes that teaching is a profession and teachers shall not be assigned the following non-teaching duties:

1. Supervision of playgrounds before and after school.
2. Collecting money from students for non-educational purposes (except United Foundation, pictures and insurance).
3. Preparing form letters to parents and other similar clerical functions.
4. The distribution and inventorying of books and supplies, except in their classrooms.

The Board will make every attempt to employ substitute teachers to replace Art, Gym, Library and Music teachers who are absent or are removed from regular duties for other school functions such as the 6th Grade camp program.

I. It is agreed that upon reasonable request of a teacher in emergency situations or for purposes that cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children and providing the teacher's absence from the building in no way interferes with the normal operation of the school.

Leaving the
building in
emergency

J. All teachers are permitted to leave the buildings during the lunch period provided that they return no less than five (5) minutes before classes resume. In the event of abuse of this privilege, the Building Administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. Repeated abuse will require joint written communication to the teacher involved. If the abuse is continued, the teacher shall be subject to appropriate disciplinary action.

Leaving
building
for lunch

ARTICLE XIII - continued

K. The Board agrees to provide adequate released time for formal teacher-parent conferences where they are used. At least 20 minutes per student shall be allotted for this purpose, with said time falling within the normal school day for teachers.

Parent
conferences

L. No departure from the provisions of this Article, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

Grievance

ARTICLE XIV - CLASS SIZE

A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program, and is directly related to the volume of a teacher's work, along with such other factors as the method of instruction and the range of student capability, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

B. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. If possible, special attention will be given to reducing class size where special students are placed in a regular classroom.

C. For instruction requiring specialized facilities, the available work stations shall control when that number is less than that provided below.

D. Elementary - the objectives for maximum elementary class sizes shall be:

1969-71

Kindergarten - 1st grade	27
2nd & 3rd grades	28
4th grade - 6th grade	30

Because the self-contained classroom allows less flexibility for averaging the number of students per day encountered by a teacher as in the secondary, and in order to maintain reasonably small class sizes, relieve teachers of non-professional duties and increase the overall effectiveness of the professional staff, a committee of administrators, teachers, and representatives of the Board shall:

ARTICLE XIV - continued

1. Initiate a study of the use of paid and voluntary paraprofessionals which study to commence before October 15, 1969.
2. Authorize the use of voluntary paraprofessionals in such elementary schools and grade levels as are deemed most critical by the study.

No teacher shall be required to use a paraprofessional against his or her wishes.

E. If at any time it is found that a specified limit set forth in Section D above is exceeded by more than 10%, then the involved principal, the involved teacher, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation. Agreed-to changes will be put into effect before the limit is exceeded by 20%. The recommendations of the paraprofessional study shall not be bound by these limits.

F. Senior High - the objectives for the maximum number of students in a teacher's classes during the term of this Agreement shall be:

English	150
Social Studies	165
Mathematics	160
Science	150
Language	150
Business	160
Typing	As facilities permit
Industrial Arts	As facilities permit
Drafting	150
Homemaking	As facilities permit
Art	140
Physical Education	As facilities permit
Swimming Pool	200 per instructor
Special Education	As law states

Maximum for teaching assignments with less than 5 regular classes shall be prorated accordingly.

G. Junior High - the objectives for the maximum number of students in a teacher's classes shall be prorated from the five period day maximum to a six period day, i.e., English 180, etc.

H. If at any time it is found that a specified limit set forth in Sections F and G above is exceeded by more than 5 students, then the involved principal, the involved teacher, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation. Agreed-to changes will be put into effect before the limit is exceeded by an additional 5 students.

ARTICLE XV - TEACHING ASSIGNMENTS

A. Regular Teaching Assignments:

1. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in the subject assignment in the secondary schools will be notified and consulted by their principals prior to the closing of school, whenever possible. Teacher preferences will be observed to the extent possible. Upon request, the building administration shall endeavor to notify the teacher of his tentative schedule for the new school year by June 1st. Teaching assignment changes
2. 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. Teaching major
3. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. Multi-school assignment
4. All beginning teachers shall be assured of the assistance of experienced teachers for the duration of the probationary period to help orient the new teacher to the realities of teaching and to the expectations of the profession and the school system in which he works. Probationary help
5. No teacher shall be required to work a split shift as part of his regular assignment. Split shift

B. Substitute Teaching Assignments:

1. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call approximately two hours before the regular starting time 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. Calling in an absence
2. Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. Teachers who do accept this responsibility shall be compensated at their hourly rate. Compensation for "subbing"

ARTICLE XVI - VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies:

- Vacancy defined
- Posting positions
- Application
- Preference for Bloomfield teachers
1. A "vacancy" shall be defined as an opening in a professional position caused by a promotion, transfer, retirement, resignation or a newly created position by the Board.
 2. Whenever a vacancy occurs, except classroom positions and positions on the Co-Curricular Schedule (with the exception of Head Coaches), the Board shall give written notice to the Association and shall provide for appropriate posting in every school building. Such positions shall not be filled until such position has been posted fifteen (15) school days.
 3. Any professional may apply for said vacancy. In filling such a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, as well as the length of service in the school district. An applicant with less service in the system shall not be awarded the position unless his qualifications are superior.
 4. An equally qualified applicant in the employment of the school district shall be awarded the position over an outside applicant.

B. Promotions:

- Promotion defined
- Application procedure
- Notification
1. A "promotion" shall be defined as a vacancy which would cause a change in position and results in exclusion from the bargaining unit. Promotions are not meant to include the taking of additional duties included on the co-curricular schedule or extra contractual activities (such as ground maintenance).
 2. Procedures for covering the "filling of vacancies" shall apply for the "filling of promotions".
 3. All applicants shall be notified in writing of the Board's decision on their application. If requested, unsuccessful applicants shall receive appropriate reasons for not attaining the position, so that the rejected applicant may work toward professional improvement in the deficient area for future openings.

C. Transfers:

1. Transfers may be defined as a change in schools within the school district.
2. A transfer request initiated by a member of the bargaining unit shall be called a "Voluntary Transfer Request."

ARTICLE XVI, SECTION C - continued

- a. A "Voluntary Transfer Request" shall be made in writing using the form supplied by the Superintendent or his designee and shall include the following: person's name, present position, position sought, present school and desired school. Voluntary transfers
- b. The above request must be submitted as early as possible and no later than March 1st. The transfer request time limit may be extended at Board prerogative. Deadline
- c. In filling vacancies, if teachers are equally qualified for the position, voluntary transfers shall be given priority over involuntary transfers.
3. A transfer request initiated by the Board shall be called an "Involuntary Transfer Request."
- a. An "Involuntary Transfer Request" shall be made in writing and presented to the affected member and the Association and shall contain the reason for transfer. Involuntary transfers
- b. The Association, after reviewing the above request shall encourage the acceptance of the transfer when said transfer is in the interest of both the affected party and the educational program of the school district.
4. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Since unrequested transfers are disruptive of the educational process and interfere with optimum teacher performance, the parties hereto agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. Tenure teachers shall have the option to transfer back at the first opening available in their field of competency. The affected teacher and the Association shall be notified of the reasons for any unrequested transfer. The basis for such unrequested transfer may be subject to the professional grievance procedure. Option to return
Transfers grievable

ARTICLE XVII - SALARY SCHEDULES

A. The basic salaries of teachers covered by and incorporated in this Agreement are herein set forth. Such Salary Schedules shall remain in effect during the term of this Agreement.

ARTICLE XVII - continued

B. All teachers newly employed shall be given full credit to the sixth step on the Salary Schedule, set forth in Schedule A, for full years of outside teaching experience or one-half year credit for each full year taught elsewhere, whichever is higher. Credit also may be given for other outside experience as approved by the Board.

C. Salary Schedule 1969-70:

<u>Experience</u>	<u>B</u>	<u>B+18</u>	<u>M</u>	<u>M+30</u>
0	7500	7750	8050	8450
1	7850	8100	8450	8850
2	8250	8500	8850	9250
3	8650	8900	9250	9650
4	9100	9350	9800	10200
5	9550	9800	10350	10750
6	10000	10250	11000	11400
7	10450	10700	11700	12100
8	10950	11200	12400	12800
9	11450	11700	13100	13500
10	12000	12200	13800	14200

D. Salary Schedule 1970-71:

<u>Experience</u>	<u>B</u>	<u>B+20</u>	<u>M</u>	<u>M+30</u>
0	8200	8450	8900	9300
1	8500	8750	9300	9700
2	8900	9150	9700	10100
3	9300	9550	10200	10600
4	9800	10050	10800	11200
5	10300	10550	11400	11800
6	10800	11050	12050	12450
7	11300	11550	12700	13100
8	11850	12100	13500	13900
9	12400	12650	14300	14700
10	13000	13250	15100	15500

ARTICLE XVIII - PAYROLL PROCEDURE & DEDUCTIONS

A. Payroll Procedure:

1. Teachers shall be paid twenty-six (26) payments on pay days at their building, or elsewhere as provided, from September through August. Pay dates are every other Friday, beginning the second Friday after Labor Day, 1969. The last pay in December and August of both years will be a double pay to cover a four (4) week period. A teacher may have his accumulated summer pay if he applies for it by June 5, 1970 and an equivalent date in 1971.

Paydays

ARTICLE XVIII, SECTION A - continued

2. Any balance in the Board's extra-curricular salary commitment to a teacher shall be paid on the last Friday of the school year.
3. Should a regular pay date fall during a period when school is not in session, teachers shall, if possible, receive the pay due on that date on the last day prior to recess.

B. Payroll Deduction: The Board agrees to continue to make voluntary payroll deductions from the salaries of teachers according to the following list, and any other voluntary deductions, as approved by the administration. All authorizations for payroll deductions will be made on one form, and shall be as follows:

1. Association Dues
2. United Foundation
3. Credit Union
4. Tax-deferred Annuities (three (3), as agreed upon)
5. Municipal Income Taxes of Pontiac and Detroit for those teachers who have submitted written authorization for said deduction.

CERTIFIED PAY SCHEDULES

SCHOOL YEAR 1969 - 70			
PAY NO.	PAY DATES		
	SEP.	5	A 1969
1	SEP.	12	
2	SEP.	26	
3	OCT.	10	
4	OCT.	24	
5	NOV.	7	
6	NOV.	21	
7	DEC.	5	
8	DEC.	19	B 1969
9	JAN.	2	C 1970
10	JAN.	16	
11	JAN.	30	
12	FEB.	13	
13	FEB.	27	
14	MAR.	13	
15	MAR.	26	
16	APR.	10	
17	APR.	24	
18	MAY	8	
19	MAY	22	
20	JUN.	5	
21	JUN.	19	D
22	JUL.	3	
23	JUL.	17	
24	JUL.	31	
25	AUG.	14	E
26	AUG.	28	F 1970

SCHOOL YEAR 1970 - 71			
PAY NO.	PAY DATES		
1	SEP.	11	1970
2	SEP.	25	
3	OCT.	9	
4	OCT.	23	
5	NOV.	6	
6	NOV.	20	
7	DEC.	4	
8	DEC.	18	A 1970
9	JAN.	1	B 1971
10	JAN.	15	
11	JAN.	29	
12	FEB.	12	
13	FEB.	26	
14	MAR.	12	
15	MAR.	26	
16	APR.	9	
17	APR.	23	
18	MAY	7	
19	MAY	21	
20	JUN.	4	
21	JUN.	18	C
22	JUL.	2	
23	JUL.	16	
24	JUL.	30	
25	AUG.	13	D
26	AUG.	27	E 1971

- A = \$200 for teachers, balance on September 12, 1969
- B = Double Pay - Teachers and Administrators.
- C = No Pay - Teachers and Administrators.
- D = Pay date for balance of teachers summer pay request.
- E = Last of Teacher's pay - Double Pay for teacher's only.
- F = Last pay of school year - 1969 - 70.

- A = Double Pay - Teachers and Administrators.
- B = No Pay - Teachers and Administrators.
- C = Pay date for balance of teacher's summer pay request.
- D = Last of Teachers pay - Double Pay for teachers only.
- E = Last pay of school year - 1970 - 71.

NOTE: All salaried employees receive 1/26th of pay on pay dates, other than as noted in "A", "B", "C", "D", and "E" above.
 Credit Union deductions each pay date.
 Tax Sheltered Annuities each pay date.

Irving E. Menucci
 Ass't. Sup't. - Business

Eugene L. Johnson
 Superintendent

ARTICLE XIX - PER DIEM & HOURLY RATES

A. The Salary Schedule is based upon the school calendar as set forth in Article XXXIV and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rates.

Overload
pay

B. The Board agrees to pay a teacher his hourly rate for performing teaching duties which require a return to school at night (except when sponsoring a student organization activity as per Article XII, Section K,lc), providing written notice and/or approval in advance is secured from the building administrator. Such pay shall not be less than two hours.

Night
return
pay

C. As set forth in Article XIII, Section C,4, elementary classroom teachers shall be scheduled at least five special subject classes, totaling at least 180 minutes, each full week. In the event of absence of the special subject teachers (vocal music, art, and physical education) and no substitute teacher is obtained, the classroom teacher shall teach the class. If the absence of the special subject teacher requires the classroom teacher to have less than 180 minutes for preparation and relief during the week, such classroom teacher shall be paid for such time at one (1) times the teacher's hourly rate.

Teacher's
substitute
pay

D. Deductions for days lost or for a partial year's service shall be on the basis of 1/200 of the salary. A teacher's hourly rate is to be determined by dividing his basic salary for the year by 1450.

Per diem
hourly rate
computation

ARTICLE XX - SUPPLEMENTAL SCHEDULES

A. Teachers involved in extra duty assignments set forth in Article XX, Sections B thru F shall be compensated in accordance with the provisions of this Article without deviation, as long as such extra duty assignments are in effect and assigned by the Building Administrator.

B. Co-Curricular & Coaching Schedule

1. The policy under this Agreement shall be to employ as many different teachers as are qualified to serve in the various classifications listed. Therefore, teachers having no extra paid activities will be given preference over other teachers already involved in this schedule if their qualifications are similar.
2. Some positions are listed for which no program exists. Should the program be instituted by action of the Board the listed % will apply.

ARTICLE XX, SECTION B - continued

3. Payment for Co-Curricular & Coaching shall be based upon:

- a. Assignment, or approval, in writing, by the school principal
- b. Approval by the Director of Health, Physical Education and Athletics for athletic assignments

Director of Personnel for activities not related to athletics

- c. Percentage for the activity for co-curricular and extra duty
- d. Salary step of the A.B. schedule

ARTICLE XX - continued

Junior High Schools

Football - grade 9	6 1/2%	Intramural	3%
Football - assistant	4%	GAA sponsor	4%
Football - grade 8	4%	Girls extramurals	4%
Football - grade 7	4%	Golf	4%
Basketball - grade 9	6 1/2%	Wrestling-extramural	4%
Basketball - grade 8	4%	Cheerleading	1 1/2%
Basketball - grade 7	4%	Tennis	4%
Baseball - grade 9	5%	Drama	4%
Baseball - grade 7/8	3 1/2%	Student Council	2%
Soccer	5%	Band	5%
Track - grade 9	5%	Vocal Music	5%
Track - grade 7/8	4%		

Senior High Schools

Football - head	11%	Track - head	8%
Football - asst.	7%	Track - asst.	5%
Football - asst.	7%	Wrestling - head	8%
Football - Jr. Varsity	7%	Ice Hockey - head	8%
Football - Jr. Varsity asst.	7%	Golf	4 1/2%
Basketball - Varsity head	11%	Tennis	5%
Basketball - Jr. Varsity	7%	Skiing - Men	4 1/2%
Basketball - reserve	7%	Skiing - Women	4 1/2%
Baseball - Varsity head	8%	Cross Country	4 1/2%
Baseball - Jr. Varsity	5%	Debate	2%
Swimming - Varsity head	10%	Band Director	8%
Swimming - asst.	5%	Vocal Music	8%
Swimming - Girls	4%	Drama	6%
Synchronized Swimming	4%	School Paper	5%
Soccer - head	8%	Yearbook	5%
Soccer - asst.	5%	Grade Sponsors	
Gymnastics	8%	12th	5%
GAA	8%	11th	3%
Cheerleading	4%	10th	2%
Pep Club	2%	Student Council	5%
Intramural	3 1/2%		
Statistician			
Football	1%		
Basketball	1%		
Baseball	1%		

ARTICLE XX - continued

C. Recreation & Adult Evening Activities Pay Schedule

1. Adult Education

Recreation
& Adult
Evening pay
schedule

- a. 10-15 participants
 - 1) 1st year Teacher - \$6.00 per hour
 - 2) 2nd year in program - \$6.50 per hour
 - 3) 3rd year in program - \$7.00 per hour
- b. 16-20 participants
 - 1) additional 50¢ per hour over a.
- c. 21 participants or above
 - 1) additional \$1.00 per hour over a.

2. Recreation

- a. Year around, Monday thru Friday, morning-afternoon up until 6:00 P.M. - \$5.00 per hour, 1969-70, \$5.50 per hour, 1970-71
- b. Weekends and after 6:00 P.M. pay at the rate of \$5.50 per hour, 1969-70, \$6.00 per hour, 1970-71

3. Skiing \$17.50 flat rate per trip

- a. Supervisory positions in skiing shall be paid a supplemental amount as per agreement with the recreation director.

D. Summer School Pay Schedule

- 1. Availability of summer school positions depends upon the offerings as published by the summer school director and fees which the Board deems sufficient to finance the program.
- 2. Payment for summer school teachers shall be based upon their hourly rate under the following conditions:
 - a. Assignment, or approval, by the summer school director
 - b. Teacher's degree schedule
 - c. Years of experience
 - d. 1968-69 salary schedule
 - e. Minimum of \$5.50 for probationary teachers
 - f. Minimum of \$6.00 for tenure teachers

Summer
School
pay
schedule

ARTICLE XX - continued

E. Curriculum Workshop Pay Schedule

1. The policy of securing persons to serve in the Curriculum Workshop shall be in compliance with the project guidelines and objectives and with the regulations of the state and national agencies through which it is channeled.
2. Payment for certified teachers employed in the Curriculum Workshop shall be based upon their hourly rates under the following conditions:
 - a. Teacher's degree schedule
 - b. Years of experience in curriculum writing
 - 1) a minimum of 100 hours of curriculum writing experience shall be necessary to qualify as one half year of experience
 - c. Current salary schedule
 - d. Minimum of \$5.50 for probationary teachers
 - e. Minimum of \$6.00 for tenure teachers

Curriculum
workshop
pay
schedule

F. Driver Education Pay Schedule

1. Payment for Driver Education shall be based upon:
 - a. Years of experience in driver education: 375 hours is considered as one year of experience
 - b. Hourly rate:

Driver
Education
pay
schedule

Probationary Teachers		Tenure Teachers	
0 yrs.	\$5.50	0 yrs.	\$6.00
1 yr.	\$6.00	1 yr.	\$6.50
		2 yrs.	\$7.00
		3 yrs.	\$7.50
		4 yrs.	\$8.00*

*additional steps shall be added or dropped in order to keep the top step 50¢ above the highest flat rate of other public school districts in Oakland County

2. For the duration of this contract simulated driver training devices shall not be used to decrease the number of "on the road" hours of training required. Driver education teachers may study such devices and present their recommendations to the Board.

ARTICLE XXI - ADDITIONAL COMPENSATIONS

Tuition reim-
bursement

A. Upon advance approval by the Superintendent, a teacher who enrolls in an approved course, specifically related to his teaching subject and assignment, shall receive compensation for tuition and books, provided the teacher presents the Board with proper receipt from the institution.

Mileage reim-
bursement

B. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of 10 cents per mile. The same allowance shall be given for use of personal cars for business of the district as approved by the Administration.

Profes-
sional
Growth
Leave

C. Professional growth leave shall be as written in Board Policy during the 1968-69 contract with the rate of remuneration changed to 2/3 of annual salary.

Snow
days

D. Teachers shall be expected to report for work on any day when school sessions are scheduled. If the schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on Radio Stations WJR, WPON, and WWJ the schools are closed for all students and teaching personnel.

ARTICLE XXII - TEMPORARY LEAVES

A. At the beginning of every school year, each teacher shall be credited with 10 days leave to be used as follows:

1. Sick leave

- a. Personal illness of employee
- b. Absence for critical illness in the family (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household)
- c. Absence to make arrangements for medical or nursing care for emergency illness in the immediate family, as defined above.

Sick
leave

2. Personal business for the following reasons not to exceed two (2) days per year (but cannot be utilized on a school day immediately before or after a holiday, vacation, or beginning or end of the school year, without permission from the Superintendent).

- a. Legal business that could not be handled after school or on Saturday
- b. Counseling or conference with college advisors that cannot be scheduled after school hours.
- c. Conference with certification office in Lansing.

Personal
business

ARTICLE XXII, SECTION A - continued

3. Absence for attendance of religious holidays, not to exceed two (2) days per year. Religious holidays
 4. Special leave for important and urgent matters such as the wedding of an employee that cannot be handled outside school hours. Special leave days, however, will be at the sole discretion of the administration.
 5. Funeral leave
 - a. A teacher shall be allowed up to three (3) days for the purpose of attending to a death in the immediate family. For the purpose of this Section, the immediate family shall be defined as spouse, child, parent, brother or sister, grandparents, parent-in-law, or a relative living and making his home in the teacher's household. Consideration may be given for other special circumstances at the sole discretion of the administration (i.e., grandchild's funeral). Funeral leave
 6. On leave days for personal business, religious holidays, and special leave, as well as any other leave, whenever possible, such leave must be requested in advance on the form available in each school building office. The request shall include a statement by the teacher that the leave request is for a purpose authorized within this Section, as set forth above. The teacher may be requested to set forth a specific reason for such leave. Application procedure
 7. The teacher shall be entitled to one personal day that does not require a written statement by the teacher giving the specific reason. However, this personal day and all other leave days shall be subject to the following: Personal day
 - a. Leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events or extended vacations. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.
 8. The above leaves with the exception of funeral leave and personal illness will be granted only to the extent that current leave days are available.
- B. Jury Duty - Teachers who are summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If such teacher then reports for jury duty, he shall be paid an amount equal to the difference between the amount of wages such teacher would otherwise have earned Jury duty

ARTICLE XXII, SECTION B - continued

by working that day (see Article XIX, Section D) and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his leave days.

To be eligible for the jury duty pay differential, the teacher must furnish the Business Office with a written statement from the appropriate public official listing amounts of pay he received and the days he was on jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.

ARTICLE XXIII - INSURANCE PROTECTION

A. Life Insurance - Commencing September 1, 1969, the Board shall provide, without cost to the teacher for the full year, a life insurance policy which shall pay to the teacher's designated beneficiary the sum of Seven Thousand (\$7,000.00) Dollars upon death.

B. Accidental Death and Dismemberment - Commencing September 1, 1969, the Board will provide, without cost to the teacher an accidental death and dismemberment insurance policy which shall pay to the teacher, or the teacher's designated beneficiary, the sum of Twenty-Five Thousand (\$25,000.00) Dollars upon death, or dismemberment, in accordance with policy benefits.

Teachers who are covered by hospitalization insurance through their spouse, in a Group outside of the Bloomfield Hills Group, may obtain Fifty Thousand (\$50,000.00) Dollars of accidental death and dismemberment insurance coverage by making application in the Business Office.

C. Permanent Disability - Commencing September 1, 1969, the Board shall provide, without cost to the teacher, a long-term disability insurance plan. Such disability insurance shall provide benefits of sixty (60%) per cent of the monthly earnings (maximum payment of \$1,000.00) to the teacher who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the teacher reaches age sixty-five. For the purposes of the long-term disability coverage, monthly earnings shall be the teacher's regular salary divided by twelve months.

D. Hospitalization Insurance - Commencing September 1, 1969, the Board shall pay for the family, two person, or individual coverage of Blue Cross - Blue Shield hospitalization insurance, for each full-time teacher who makes proper application to participate. All single teachers shall receive individual coverage, all married teachers without children shall receive two-person coverage, and all married teachers (male or female) with children shall receive full-family coverage (except for those selecting the option provided for in Article XXIII, Section B, paragraph 2).

Non head
of house-
hold
equity

Blue Cross
coverage

ARTICLE XXIII, SECTION D - continued

Such Blue Cross - Blue Shield plan shall consist of semiprivate, comprehensive hospitalization, M.V.F. - 1, with master medical benefits. Teachers desiring extended or additional coverage for family continuation or sponsored dependents, may do so through payroll deduction by written application.

For those teachers who prefer Michigan Education Association (M.E.A.) hospitalization insurance coverage, the Board shall pay a comparable amount to the above Blue Cross - Blue Shield plan. All payments by the Board for the M.E.A. hospitalization 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 of premium therefor by said Credit Union during the ensuing month, as certified to the Board by an officer of said Credit Union.

E. Short Term Disability Provision - Teachers shall be given a bank of unused sick days that were accumulated from July 1, 1963 to July 1, 1969. This bank shall be for the sole purpose of the employee's personal illness or funeral leave, and shall be used only after the current leave days have been depleted in accordance with Article XXII. To this bank, will also be added in September the unused current leave days of the previous school year.

Use of
bank days

The usage of Sick Bank Days shall be governed by the following:

1. Current leave days have been exhausted
2. Usage is reserved for the employee's personal illness or funeral leave
3. Sick pay shall continue at 100% of the bi-weekly salary to the extent of accumulated sick bank days as outlined in the above paragraph, with a day of deduction for each day of pay
4. After depletion of sick bank days, the teacher shall continue to be paid according to the following percentage of salary
 - a. If the average of the annual accumulation of sick bank days is 6 days, or more, per year, they will continue to be paid 100% of bi-weekly salary up to one year, then the terms of the Permanent Disability insurance coverage commences
 - b. If the average of the annual accumulation of sick bank days is between 2-5 days (but not 6) they will continue to be paid 90% of bi-weekly salary up to one year
 - c. If the average of the annual accumulation of sick bank days is between 0-1 day (but not 2) they will continue to be paid 80% of bi-weekly salary up to one year

ARTICLE XXIII, SECTION E - continued

5. To determine the average of annual accumulation of sick bank days, the following formula shall be used:

- a. If hired in the 1962-63 school year, or before, divide accumulated sick bank days by 7 years to determine the average of annual accumulations to be credited for each year of previous service
- b. If hired in the 1963-64 school year, divide by 6
- c. If hired in the 1964-65 school year, divide by 5
- d. If hired in the 1965-66 school year, divide by 4
- e. If hired in the 1966-67 school year, divide by 3
- f. If hired in the 1967-68 school year, divide by 2
- g. If hired in the 1968-69 school year, divide by 1
- h. For the school year 1970-71 the average of annual accumulations shall be recomputed to include the unused current days of the 1969-70 school year, and adding one to each divisor for the years illustrated above.

Example: If a teacher hired in the 1964-65 school year has an accumulation of 34 sick bank days up to July 1, 1969, her average annual accumulation is determined by dividing 34 days by 5, this would result in an average annual accumulation of 6.8 days, which would entitle her to 100% of bi-weekly salary up to one year, if she should exceed her accumulated number of sick bank days through personal illness. If the above teacher used her 10 current leave days, plus 8 sick bank days, in the school year 1969-70, her average annual accumulation for 1970-71 would be determined by her prior 5 year average. Thus 5×6.8 would equal 34 then add 0, for year 1969-70, and divide by 6 = 5.66. The average annual accumulations for 1970-71 would pay the teacher 90% of bi-weekly salary up to one year, if she should exceed her accumulated number of sick bank days through personal illness.

A lengthy illness may deplete the sick bank, however, an average annual accumulation is only affected to the degree that a single year can affect the average of prior years' accumulation.

6. To qualify for the short term disability, the teacher must be ill for (a) 5 consecutive sick days, or more, (b) the sick bank must be depleted, (c) and a doctor's statement of illness must be presented.

Average
annual
accumulations

Sick bank
depletion

Doctor's
statement

ARTICLE XXIII - continued

7. Days of illness beyond sick bank days accumulation, and not at least 5 consecutive days, are deductible in pay.
8. Following an extended illness a person who returns to teaching shall have 10 school days during which time he is still considered as eligible for the short term under all of its provisions without deducted pay, should his illness reoccur.
9. Under the terms of this provision a teacher shall in no way receive more than his annual salary.

Recurring
illness

F. To continue the insurance coverages beyond July 1st of each school year, a declaration of intent to return to the Bloomfield Hills Schools must be received from the teacher in accordance with state regulations and in any event no later than July 1st. A resignation shall automatically terminate the insurance coverage as of July 1st or upon the date of leaving, if this occurs during the school year.

Resignation
notification

ARTICLE XXIV - UNPAID LEAVES OF ABSENCE

A. Leaves of Absence - Without Pay and Without Salary Credit

1. Protracted Illness - Any teacher who has completed his probationary period shall be entitled to a leave of absence in cases of protracted or extended illness. Such teacher must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.
2. Maternity Leave - For any teacher who has completed her probationary period, a one-year maternity leave of absence shall be granted commencing not later than the end of the fifth month providing: (1) the teacher presents a physician's certificate of probable date of birth as soon as she has knowledge of the pregnancy; (2) upon request, the teacher presents a physician's certificate stating the ability and advisability of her continuing to work and that her pregnancy does not create an "industrial risk"; and (3) the teacher is able to fulfill her regular duties. If the above provisos are complied with, the teacher may be permitted to complete the semester in the event the end of the fifth month of pregnancy falls within one month of the end of the semester. The teacher may return from such leave at any time within one (1) year upon mutual agreement between the teacher and the Board. The teacher may apply in writing for one-year renewals annually at the end of the first and second year. The Board shall grant the renewals, whenever possible. A teacher returning from maternity leave is guaranteed a position commensurate with her training, experience,

Final month
of teaching

Leave
renewals

ARTICLE XXIV, SECTION A, ITEM 2 - continued

and certification. A specific position in a specific school cannot be guaranteed upon return from the leave, but reasonable effort will be made to return her to her original position. When the leave expires during a school year, every effort shall be made to place the teacher in an appropriate position as soon as such a position is available. However, teachers shall be guaranteed a position following a maternity leave not later than the beginning of the next following school year. When the one-year maternity leave expires, the teacher shall indicate her desire to return the following fall, as early as possible, but no later than July 1st. The request for return from leave shall be accompanied by a physician's statement indicating physical and emotional capability to return to the position. In cases of adoption, the above provisions shall also apply, except the pregnancy provisions.

Position
upon return

3. Public Office - Any teacher who has completed his probationary period who files proper application to campaign, or serve, in an elected public office may be granted leave of absence for one year, except the Board may grant approval for an additional year upon written request.
4. A leave of absence may be granted for other experiences beneficial to the teacher's effectiveness, as a teacher, as approved by the Board. Article XXIV, Section A, Item 4, shall not be subject to the Grievance Procedure.

Special
reason

B. Leaves of Absence - Without Pay but With Salary Credit

1. Peace or Teacher's Corps - Leaves 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 toward advancement on the salary schedule shall be granted.
2. Military Service - Teachers who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment.

ARTICLE XXV - PROFESSIONAL IMPROVEMENT

A. Improvement of the Teaching Profession - to enlarge the role of the Association in professional development and to encourage the Association

ARTICLE XXV, SECTION A - continued

in its assistance to the teachers of the Bloomfield Hills Schools

1. The Board shall:

- a. Provide \$2,000 annually to be used as a professional development fund to help finance educational studies and research, explore educational innovations, secure the services of prominent speakers and consultants, etc.
- b. Offer assistance or cooperate in the establishment of such activities as mentioned in Section A, Item 1, but shall participate only at Association request.

Board
grant

2. The Association shall:

- a. Have sole responsibility in initiating expenditures of the professional development funds
- b. Discuss the anticipated expenditures with the Superintendent or his designee
- c. Use Board established procedures for requisition and requests for payment, i.e., the Association president shall sign all such forms and submit them to the Superintendent or his designee.

The Board shall encourage and assist the Association in its services to the teachers of Bloomfield Hills in matters such as housing information, community orientation, charity collections, i.e., United Fund, faculty social and recreational events.

Association
services

B. The parties support the principal of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

C. The Board agrees to provide upon application the necessary funds, drawn from a budget based on the number of teachers per building, for those who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings, as approved by the Administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation or leave days. Board funds spent for such purposes shall reflect a policy of spreading such opportunity within levels and subject areas.

Conferences

ARTICLE XXV - continued

D. At the written request of the Association (and supported with reason), or on the Board's initiative, arrangements may be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. However, there shall be no additional cost to the Board for teacher attendance. Those teachers not desiring to attend shall not be required to do so.

After
school
workshops

E. Whenever feasible, elementary and secondary regular classroom teachers may be allowed to take field trips with students, at Board expense, within a twenty-five mile distance from the School District.

Field
trips

F. The Board recognizes the value of teachers visiting other schools for purposes of viewing special programs within that teacher's area of concern. Days used for said purposes shall incur no loss of pay or leave days to the teacher, provided, written application is made in advance and agreed upon by the building administrator, whose decision shall be final. The teacher shall prepare an evaluation report of his visit.

School
visits

ARTICLE XXVI - PROFESSIONAL STUDY COMMITTEE

A. There is hereby established a Professional Study Committee composed of four members selected by the Board or its designated representative and four members by the Association. The Professional Study Committee is charged with reviewing matters affecting teaching personnel and various educational problems, (such as the six versus seven period day in the Junior High School and the Middle School Concept) agreed on by both parties and setting priorities of dealing with these problems.

In addition, the committee shall establish the subcommittee or other organizational structure necessary for study of such problems.

B. The Professional Study Committee serves a consultive, fact-finding, and advisory function; failure to act on its recommendations shall not constitute the basis for a grievance.

ARTICLE XXVII - INFORMAL CONFERENCES

The Superintendent, and such other Board representatives as the Board or the Superintendent may designate, will meet informally once a month on such days as mutually agreed upon with the Association for the purpose of discussing problems of mutual concern. (Additional meetings may occur as are mutually agreed).

These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association, informally to gain insights and better understandings between the parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE XXVIII - NEGOTIATION PROCEDURE

A. No later than ninety (90) days prior to the closing of school in the year of the expiration of this Agreement, upon written request of either party, negotiations will be undertaken for the successor Agreement.

B. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Power of the negotiators

In accordance with this, the following schedule will be followed, with teachers receiving released time during school hours.

First 5 meetings begin at 1:15 P.M. - location at Board prerogative

Next 5 meetings begin at 1:15 P.M. - location at BHEA prerogative

Schedule

Next 5 meetings begin at 1:15 P.M. - location at Board prerogative

Next 5 meetings begin at 1:15 P.M. - location at BHEA prerogative

There shall be mutual agreement as to the locations for additional negotiation meetings.

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

Impasse procedure

ARTICLE XXIX - FAIR PRACTICES

A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

B. 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 XXX - MISCELLANEOUS PROVISIONS

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

Contractual
authority

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Contract
printing

D. Copies of this Agreement shall be printed at the expense of the Board and distributed to all teachers no later than thirty (30) days after formal ratification by both the Board and the Association.

ARTICLE XXXI - CONTRACT RESPONSIBILITY

Sanction
& strikes

During the term of this Agreement the Association shall not authorize, cause, engage in or sanction any strike, picketing during school hours, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing during school hours, or refusal to perform the duties of his or her employment.

In the event of any violation of this Article, the Association shall forthwith declare in writing and deliver to the Board or Superintendent, that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.

Contract
&
discipline

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this Article. Prior to taking such action, the Board shall notify the Association in writing of its intentions and may also consult with the Association in connection therewith.

ARTICLE XXXII - CONFORMITY TO LAW

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or application shall continue in full force and effect.

ARTICLE XXXIII - DURATION

This Agreement and each of its provisions shall be effective as of September 1, 1969, and shall continue in full force and effect through August 28, 1971.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In Witness Whereof, the parties hereunto set their hands this _____
day of _____, 1969.

BLOOMFIELD HILLS

Education Association

Board of Education

by _____
President

by _____
President

Secretary

Secretary

Superintendent

ARTICLE XXXIV

Bloomfield Hills School District Calendar 1969-70

1969

<u>September</u>	1	Monday	Labor Day - Holiday
	2	Tuesday	Orientation and work day for teachers
	3	Wednesday	Classes begin (all day)
<u>November</u>	27	Thursday	Thanksgiving - vacation
	28	Friday	
<u>December</u>	19	Friday	Christmas - vacation (begins at the end of the school day December 19, 1969)

1970

<u>January</u>	5	Monday	Classes resume from Christmas vacation
	30	Friday	Teacher's Record Day - no classes
<u>March</u>	27	Friday	Good Friday - School closed - Spring vacation begins
<u>April</u>	6	Monday	Classes resume from Spring vacation
<u>June</u>	11	Thursday	Last Student Day - dismissal at end of morning session for elementary students
	12	Friday	Teacher's Record Day

ARTICLE XXXIV - continued

Bloomfield Hills School District Calendar 1970-71

1970

<u>September</u>	4	Friday	Orientation and work day for teachers
	7	Monday	Labor Day - Holiday
	8	Tuesday	Classes begin
<u>November</u>	26	Thursday	Thanksgiving - vacation
	27	Friday	
<u>December</u>	22	Tuesday	Christmas - vacation begins at end of school day December 22, 1970

1971

<u>January</u>	4	Monday	Classes resume from Christmas vacation
	30	<u>Saturday</u>	Teachers' Record Day
<u>February</u>	15	Monday	George Washington's birthday - school in session*
<u>April</u>	9	Friday	Good Friday - School closed - Spring vacation begins
	19	Monday	Classes resume from Spring vacation
<u>May</u>	24	Monday	Memorial Day - Holiday
<u>June</u>	11	Friday	Last Student Day - dismissal at end of morning session for elementary students
	12	<u>Saturday</u>	Teachers' Record Day

*It is understood by the Board and the Association that should it be ruled that all schools close on Washington's birthday, this day of school shall be made up on Wednesday, December 23, 1970