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June 30, 1975

MASTER CONTRACT

BETWEEN THE

LAKE FENTON BOARD OF EDUCATION

AND THE

LAKE FENTON EDUCATION ASSOCIATION

1973-74 - 1974-75

*Lake Fenton Education Assn.
11425 Torrey Road
Fenton, Mich. 418430*

Lake Fenton

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AGREEMENT

between the

Lake Fenton Board of Education

and the

Lake Fenton Education Association

This agreement entered into this 29th day of October, 1973, by and between the School District of Lake Fenton Community Schools of Fenton, Michigan, hereinafter called the "Board," and the Lake Fenton 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 Lake Fenton Schools 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 members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, 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 covenant, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel under contract, on leave, or on a per diem hourly or class rate basis, employed by the Board. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude Superintendents, Assistant Superintendents, Directors of School and Community Relations, Principals, Assistant Principals, Business Managers, Deans of Students, and any other person engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers include female teachers.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating 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 Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or 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.

- B. 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 by law.
- C. The Association and its representatives shall have the same rights as other community groups to use school buildings at all reasonable hours for meetings, provided that where custodial services are required, the Board may make the same charge that is made to other community groups.
- D. Duly authorized representation of the Association and their respective affiliates shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.
- E. The Association shall have the privilege to use school facilities and equipment normally used for instructional purposes when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards not accessible to students at least one of which shall be provided in each building. The Association may use teacher mailboxes for communications to teachers. The Association agrees to be responsible for the content of all such communications which the Association or its representatives post or distribute using school facilities. The informational materials will be identified with the name of the individual posting it or the unit authorizing it. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to furnish to the Association in response to reasonable requests information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance or complaint. The Association shall specify in writing the information desired.
- H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration to advise the Board with respect to said matters prior to their adoption and/or general publication.

- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it exceeds the bounds of questionable, ethical or moral behavior that brings disgrace and discredit to the Lake Fenton Community Schools.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.
- K. The Association shall have the same privileges for placing items on the agenda for Board consideration as other community groups. Such items shall be submitted to the Superintendent, in writing, at least five days prior to the scheduled meeting.

ARTICLE III

Rights of the Board

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities. To make reasonable rules and regulations not in conflict with the terms of this agreement governing the working conditions of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To establish grades and courses of instruction including special programs, establish rules and regulations, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board.
- D. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching responsibilities and the terms and conditions of employment.

ARTICLE IV

Professional Dues or Fees, and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after commencement of the school year shall be appropriately prorated to complete payments by the following June. The Association agrees to furnish a comprehensive list which shall indicate the name of teacher and the amount to be deducted from each paycheck.
- B. On the effective date of this Agreement all members of the Bargaining Unit who are currently members of the L.F.E.A. agree to maintain membership or to pay a fee equal to the local, State and National Association dues to the local Association for the duration of this Agreement.
- In addition, after July 1, 1970, newly hired certified personnel agree to become members of the Association or to contribute a like amount of dues (local, State and National) to the local Association in terms of a service fee.
- Certified personnel, who refuse to tender such dues or fees within thirty (30) days of the beginning date of employment, shall be released at the end of the current semester.
- The Lake Fenton Education Association agrees to save harmless the Lake Fenton Board of Education from any legal action or damages resulting from this clause.
- C. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of that teacher and make appropriate remittance for annuities, credit union, savings bond, and United Fund.

ARTICLE V

Teaching Hours and Class Load

- A. The teacher's duty day shall be as listed on Schedule C.
- B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and 5 unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

The term "unassigned preparation/conference" shall be construed to include the use of this period for the purpose of preparation and the following when deemed necessary in the judgment of the Principal:

1. Parent/Teacher conferences.

2. Paid classroom substitution, such substitution to be on a rotating basis. If the teacher does not wish to substitute in his turn, the administration shall make an attempt to secure another substitute. In the event no other can be found, the teacher scheduled shall fill the vacancy.
 3. An assignment other than teaching in an extreme emergency.
- C. All teachers shall be entitled to an uninterrupted lunch period as provided on Schedule C.
1. High School teachers with a non-time assignment shall be given an extra-duty contract rider as listed in the Extra Duty Schedule B.
 2. Elementary teachers shall have a duty-free lunch period of at least 35 minutes. Lunchroom duties and lunch ticket responsibilities shall not be assigned to teachers.
- D. 1. Elementary teachers will not be required to serve more than two 15-minute recess periods per week the first semester of 1973-74 school year; not more than one 15-minute recess period per week for the second semester 1973-74 school year; elementary teachers will not be required to serve recess periods for the 1974-75 school year. For the first semester of 1973-74, elementary teachers shall have eight relief periods per full school week. Beginning the second semester 1973-74 school year, elementary teachers shall have nine fifteen-minute relief periods per full school week. During the 1974-75 school year, elementary teachers shall have a fifteen-minute relief period in the morning and a fifteen-minute relief period in the afternoon. Said relief periods shall not be scheduled during the first half-hour of the instructional day (begin after 9:15 a.m.) and the first half-hour of the instructional day after the individual teacher's lunch period. The Board will not accomplish teacher-relief periods by requiring teacher supervision of students other than those regularly assigned that teacher.
2. In addition to the 30 minutes at the beginning of each day, elementary teachers shall have at least three times per week a minimum of 25 consecutive minutes scheduled for preparation time during the instructional day.
- E. Teachers of music, art, teaching specialist, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in their area.

- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need or desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. In the event that the Board of Education requests a negotiating session or a meeting involving a professional grievance during the school day, any teacher participating in said meeting shall be relieved of duty without loss of pay during this meeting.

ARTICLE VI

Teaching Conditions

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees:

- A. In grades K-6 that it will strive for a 30 to 1 classroom-teacher ratio and equal distribution. In the event that there are 20 or more pupils on any one grade level over the 30 average, an additional class will be added. Any problems that may arise shall be resolved according to Article XXI - Section A, and not subject to the Grievance Procedure.
- B. In grades 7-12:
 - 1. Beginning the second semester of the 1973-74 school year, no individual class will exceed 33 students, unless specified below.
 - 2. No teacher will be required to teach more than 150 pupils per day and have more than three (3) preparations, unless specified below.
 - 3. Band, choir, study hall and physical education classes are exceptions to the above. Physical education classes will be limited to an average of 45 students, 50 students limit per class.
 - 4. For three (3) preparations and 5 students over 150, the teacher will receive premium pay of \$200 per semester.
 - 5. For over 140 students and four (4) preparations, the teacher shall receive a premium of \$300 per semester.
 - 6. For five (5) preparations and over 125 students, the teacher shall receive a premium of \$400 per semester.
 - 7. Any deviation from the above shall be resolved according to Article XXI, Section A, and not subject to the Grievance Procedure.
 - 8. Overloads are official thirty (30) calendar days after the beginning of the semester.

Effective 30 days after return to work, beginning the first semester of 1973-74.

- C. The Board recognizes that appropriate texts, library references, facilities, maps and globes, laboratory equipment, current periodicals, audio-visual equipment, art supplies and athletic equipment, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplemental reading materials which contain the contribution of minority groups to the history, and scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board agrees to implement all decisions thereon made by its representatives and the Association as soon as practical. The Board agrees at all times to keep the schools properly equipped and maintained.
- D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material. Where practical, clerical personnel shall be provided to aid teachers in the preparation of instructional materials.
- E. The Board shall provide:
1. A separate desk for each teacher in the district.
 2. Closet space for each teacher to store coats, overshoes and personal articles.
 3. Chalkboard space in every classroom.
 4. Copies, exclusively for each teacher's use, of all adopted texts used in each of the courses he is to teach.
 5. One collegiate dictionary shall be furnished for each teacher in the system when requested.
 6. Preparation areas shall be provided for teachers.
 7. Storage space in each classroom for instructional materials.
 8. Record books, paper, pencils, pens, chalk, erasers, and other such material normally required in daily teaching responsibilities.
 9. Smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Said clothing shall be identified as school property.
- F. Under no conditions will a teacher be required to drive a school bus or transport students.

- G. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for staff use, and such areas shall not be used by students. A room shall be provided, reasonably furnished, cleaned, and adequately ventilated which shall be reserved for use as a staff room during teacher duty hours and in which smoking shall be authorized.
- H. Telephone facilities will be made available to teachers for school business and limited personal use, and such use shall be limited to non-toll calls except for school business. Every effort will be made to provide a reasonable degree of privacy when such phones are being used.
- I. Vending machines may be installed by the Association in the teachers' lounges. Maintenance, operation, proceeds and losses shall be accepted by the Association.
- J. Reasonably maintained parking facilities shall be provided for teachers.
- K. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- L. Discipline of Teachers:
The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning discipline of teachers.

No teacher shall be disciplined, including a reprimand, suspension with or without pay, demotion or discharge without just cause. Just cause shall include, but not be limited to:

- a) Incompetence
- b) Insubordination against reasonable rules and regulations of the Board or its agents
- c) Moral misconduct
- d) Violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under this act.

Discipline of teachers shall be subject to the grievance procedure, provided that:

- a) As to probationary teachers, the Board shall give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act.
- b) As to teachers on tenure, pending grievances shall be dismissed on the filing of written charges under the Michigan Tenure Teachers Act.

ARTICLE VII

Qualifications and Assignments

- A. No new teachers shall be employed by the Board for a regular teaching assignment who do not have a Bachelor's Degree from an accredited College or University except in the event that a person with these qualifications is not readily available and where said teacher has outstanding credentials.
- B. The employment of teachers upon special certificates is to be only in cases of absolute necessity and shall conform to the rules and regulations established by the State Department of Education.
- C. 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. Temporarily, as used in this paragraph, shall mean not to extend beyond one year.
- D. Teachers classified as probationary under the Teacher Tenure Act, may be offered a contract of employment subject to the terms of the Master Agreement for the following school year by the Board. Said contract may not be offered earlier than June 1, and on request by the Board, must be signed and returned not later than July 1, or the teacher will be assumed to have resigned.
- E. All personnel presently on the staff without Provisional or Permanent Certification, shall have until September, 1970 to receive such certification.
- F. Persons with less than a Bachelor's Degree who are eligible for the Michigan Substitute Permit only shall be employed by the Board on a day to day substitute basis and for no more than 90 days per school year.
- G. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers effected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of school, unless an emergency situation requires same. The Association shall be so notified with a written statement of reasons why this was considered necessary.
- H. Chaperoning of dances will be on a voluntary basis.

- I. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in schedule B, shall be with the consent of the teachers. Preference in making such assignments will be given to qualified tenure teachers regularly employed in the district.

ARTICLE VIII

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for a transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed each year to assure active consideration by the Board.
- B. The Board declares its support of a policy of filling teacher vacancies from within its own teaching staff. Whenever a teaching vacancy arises, the Superintendent shall promptly post notice of same on a bulletin board in each school building lounge for no less than seven (7) calendar days, before the position is permanently filled and notify the Association. Teacher vacancies shall be filled on the basis of experience, competency, and qualification of the applicant, length of service in the district and other relevant factors. Any new teaching position shall be posted with an accompanying summary of responsibilities. The Board at its discretion may post administrative and executive positions.
- C. An involuntary transfer during the school year will be made only in the case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the effected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the Professional Grievance Procedure.
- D. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

- A. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law may receive from the Board the difference between the allowance under the Workmen's Compensation Law, plus the appropriate loss of income insurance and his regular salary. This daily differential may be paid for a period of time not to exceed thirty (30) days.
- B. At the beginning of the school year, each teacher shall be credited with 12 sick days, two (2) of which may be used as personal business days. The unused portion of such allowance shall accumulate from year to year to a maximum of 120 days. Each teacher shall contribute one sick-leave day to a sick-leave bank at the beginning of each school year whenever the bank is depleted to 500 days. The Board shall contribute additional days, if necessary, to insure a minimum of 100 days in the sick-leave bank at the beginning of each school year.

Directives for the use of the sick-leave bank shall be as follows:

1. Upon request, medical verification will be given to the sick-leave bank committee.
2. After depletion of an individual's sick-leave days, a minimum of two consecutive days must lapse before the teacher is eligible to apply for sick-leave bank days.
3. Sick-leave bank days may be granted as full days or half days.
4. Whenever possible, requests for sick-leave bank days must be made in writing.
5. The Payroll Department must be notified in writing by the Chairman of the Sick-Leave Bank Committee or the Association President as to the number of days granted to each individual teacher.
6. The Association must keep reasonable records which are subject to review by the Administration.
7. If an individual teacher's sick-leave days have been depleted, up to five bereavement days may be granted from the sick-leave bank for each death occurring in the immediate family as an exception to Item 2 above.
8. These regulations may not be changed without mutual agreement between the Board and the Association.

- C. Any teacher whose personal illness extends beyond the period compensated under this article shall be granted a leave of absence without pay, upon presentation of medical verification, for up to 12 months, renewable at the discretion of the Board of Education. The teacher will be returned to the same or similar position the following September, earlier at the discretion of the Board of Education.
- D. Teachers may request two (2) days leave for personal business, which cannot normally be handled outside school hours, such as medical, financial, legal, or emergency situations. Application for such absences must be made in writing, stating the general reason for such absence and the request is subject to the approval of the Principal. The request must be made three (3) days in advance of the date requested, except in the case of an emergency. Ordinarily personal leave will not be granted the day immediately preceding or the day immediately following a holiday or vacation.
- E. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted when the teacher is called and serves on jury duty. The Board will pay the make-up pay portion between the daily rate of the teacher and what they receive from the court, less expenses. Retirement benefits will not be diminished by participation on jury duty.
- F. A teacher called by the Board to testify in court shall not suffer loss in pay. Payment for other appearances shall be at the discretion of the Board. Approval for payment shall be made by the Board in advance of said appearance.

ARTICLE X

Professional and Association Leave

- A. The Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association to attend T.E.P.S., curriculum, or other non-negotiating oriented meetings. The Association will notify the Board five (5) school days in advance of the date of the absence. Under this provision, no more than three (3) teachers shall be granted leave on the same day.
- B. The Association shall be credited with three (3) days to be used by officers of the Association to attend other meetings. The Association agrees to reimburse the Board the per diem substitute wages for each day used. The Association will notify the Board five (5) school days in advance of the date of the absence.

ARTICLE XI

Sabbatical Leave

- A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for up to one year. During said sabbatical leave the teacher shall be considered to be in the employ of the Board and

shall be paid one-half his annual salary and full related fringe benefits. In the event a sabbatical leave is granted for one semester, the teacher shall receive one-fourth his full annual salary and full related fringe benefits. Applications for leaves under these provisions must be submitted to the Board no later than 120 days prior to the effective beginning date of such leave.

- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. Not more than two teachers shall be placed on sabbatical leave during any one year.
- D. At the request of the Board, the teacher will agree to return to employment in the Lake Fenton School System for one full year in the event of a semester's leave, or two full years in the event of a year's leave.
- E. During a sabbatical leave, a teacher may be gainfully employed only on a supplemental basis.
- F. The program must be approved by the Board. Such program approval by the Board will also be commensurate with the financial resources of the district.

ARTICLE XIII

Unpaid Leaves of Absence

- A. Upon application, the Board may grant a leave of absence for personal reasons for up to two (2) years. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position and shall be paid at the salary step on the salary schedule immediately higher than the step applicable to the teacher at the beginning of such leave. If said position is unavailable, the teacher shall be assigned to the first available position.
- B. A leave of absence of up to one (1) year may be granted to any teacher after three years of service in the Lake Fenton Community Schools District, upon application, for the purpose of engaging in study at an accredited college or university related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the same position on the salary schedule as he would have been had he taught in the district during such period, except that the above obligation shall not apply for service beyond the teacher's initial commitment. The provision above shall not deny any rights provided by applicable law.

- D. A leave of absence up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or its staff. Upon return from such leave, the teacher shall be placed in the same or equivalent position. No salary schedule credit shall accrue as a result of the above mentioned leave.
- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of serving in a State or National public office. Upon return from such leave, the Board shall evaluate such experience and if the experience is valid, credit shall be given on the salary schedule and the teacher placed in the same or equivalent position.
- F. A maternity leave of up to twelve months shall be granted to a tenure teacher. A doctor's statement certifying fitness may be required in cases where a teacher intends to work when pregnant. If requested by the Board, the teacher shall submit a statement from a qualified physician attesting the teacher's ability to resume active duty. The teacher shall thereupon be assigned the same or an equivalent teaching position and shall be paid therefore at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided the teacher taught one day more than half a year during the year in which the leave was taken. If said position is unavailable the teacher shall be assigned to the first available position. A teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the Probate Court.

ARTICLE XIII

Academic Freedom

- A. The principle of academic freedom is recognized within the bounds of ethical, moral and socially acceptable standards.

ARTICLE XIV

Teacher Evaluation and Progress

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish these goals.

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least once each semester. Tenure teachers shall be evaluated at least once each year.

- B. Evaluation shall be conducted only by a qualified building principal or other full-time administrators, with three (3) years successful teaching experience at a classroom teacher's level of performance. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Each teacher shall be given the evaluation forms at the beginning of the year.
- C. An original and two copies of the tentative written evaluation shall be submitted to the teacher at the time of the personal interview, said interview shall occur within 10 days of the classroom evaluation. The final written evaluation shall be received by the teacher within five working days of the personal interview. The signed original and one copy to be retained by the Administration, the other to be retained by the teacher. The interview shall take place no later than May 10th each school year. In the event that a teacher feels his/her evaluation was incomplete or unjust, the teacher may put any objections in writing within fifteen (15) working days of when the evaluation was presented to the teacher for signatures and have these objections attached to the evaluation report to be placed in the teacher's personal file.
- D. A "teaching coach" shall be assigned to every teacher new to the system. The "teaching coach," insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the "teaching coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The "teaching coach" shall not be involved in the evaluation of the teacher.
- E. No later than March 15th of each probationary year a final written evaluation report will be furnished to the Superintendent 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.
- F. Each teacher shall have the right upon request to review the contents of his personal file concerning his work at the Lake Fenton Community Schools. A representative of the Association may be requested to accompany this teacher in such review.
- G. If a teacher is found to have a defect in his performance as a teacher, his supervisor shall:
1. Notify the teacher in writing immediately of the defect.
 2. Recommend in writing the steps the teacher should take to remedy the defect.
 3. Follow-up by re-evaluating the teacher within a reasonable period of time, said time to be specified by the supervisor, and submit a written report of the findings to the teacher.

ARTICLE XV

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety.
- B. The Board is aware that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. This in no way limits any action the Board of Education chooses to take.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of the Ethical Code by a teacher reflect adversely on the teaching profession and create undesirable conditions in the school building. Breaches by any member may be considered unprofessional behavior and shall constitute good cause as required in the Tenure Act.
- D. A teacher shall at any time be entitled to request the presence of a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance by a member of the Administration. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present. Such representative shall meet with the respective parties as soon as his teaching duties allow him to be present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of a professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof without just cause, shall be subject to the professional grievance procedure hereinafter set forth. All information forming a basis for disciplinary action will be made available to the teacher.

ARTICLE XVI

Professional Improvements

- A. The parties support the principle 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 a participation in community educational programs.

B. Board policy on conference attendance accepted as written here:

Submission of Request:

1. Request must be made in writing and submitted to the Principal a reasonable number of days prior to the conference.
2. Any request not covered in these policies shall be submitted to the Board of Education.

Regulations:

1. Attendance is limited to the confines of the State of Michigan.
2. More than one teacher may attend from a department at the same time on a school day at the Principal's discretion and providing adequate substitutes are available. However, other teachers in the department may attend on non-school days upon prior approval of the Principal.
3. No more than two school days may be taken for any one conference.
4. The Principal shall be responsible for a fair rotation of teachers who will attend in succeeding years.
5. All conference requests will be subject to approval by the Principal.

Allowances:

1. A maximum of \$50.00 will be allowed for any one conference per teacher in attendance.
 - a. It is recommended by the Board of Education, that whenever possible, transportation and lodging expenses be shared with others attending the conference.
 - b. Mileage at the currently approved rate shall be paid to the site of the conference and return.
 - c. The cost of meals, enroute and during the conference, shall be allowed.
 - d. No more than two (2) nights of lodging shall be allowed.
 2. A maximum of \$30.00 per coach per school year will be allowed to be used for coaches to attend conferences or clinics, in their coaching field.
- C. At the request of the Association, or on the Board's initiatory, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend may be allowed to do so.

- D. Leaves of absence with pay not chargeable against the teacher's allowance may be granted for visitations at other schools, and/or for attending conferences or conventions.
- E. Each teacher, at the discretion of the Board, may have up to three (3) days to be used for the teacher's professional improvement. The teacher planning to use a professional business day shall notify his Principal at least one week in advance of his absence. Professional business days shall be used for the purpose of: a) Visitation to view other instructional techniques or programs; b) Conferences, workshops, or seminars conducted by colleges or universities. The teacher may be requested to file a written report within one week of his attendance at such visitation, conferences, workshops or seminars.

ARTICLE XVII

Reduction in Personnel, Annexations & Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its employees in such consolidated district.
- C. Should substantial and/or unforeseen changes occur, such as student population, building requirements (classroom space), financial difficulties, the following procedure will be used to promote an orderly reduction in personnel:
 - 1. Probationary employees will be laid-off first, providing there are seniority teachers in the district, certified and qualified to perform the services of the probationary teacher.
 - 2. In the event tenure teachers must be laid off, such layoff will be on the basis of district seniority in K-6 and by seniority in the district according to certification in grades 7-12. When seniority within certification is equal, the Board will consider simultaneously: majors and minors, professional growth (graduate credits), and evaluations and progress reports.
 - 3. Seniority will be defined as nonterminated full-time teaching experience in the Lake Fenton School District from last date of hire.
- D. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of individual teachers to be laid off.
- E. The Board will attempt to "place" separated teachers in other districts.

- F. During this unpaid absence period, laid-off teachers may elect to continue health insurance payments by paying the premiums directly to the school, subject to approval by the carrier.
- G. Teachers shall be offered recall in inverse order of lay-off for positions for which they are certified.
- H. During said layoff, such teacher's seniority shall remain unbroken and his earned rights under the terms of the master agreement at time of layoff shall be reinstated at time of recall.

ARTICLE XVIII

Strike Prohibition

The Association and its members agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike and/or withholding of services. Violation of this Article by any teacher or group of teachers may constitute just cause for disciplinary action up to and including discharge.

ARTICLE XIX

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Whenever it appears that a particular pupil requires the attention of a special counselor, social worker, law enforcement personnel, physician or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.
- C. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- D. A teacher may exclude a pupil for one class period 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 in writing.
- E. Suspension of students from school may be imposed only by a Principal or his designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- F. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

- G. Any cause of assault upon a teacher in connection with a school related activity shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to enforcement and judicial authorities. The Board shall be under no obligation should it be determined that the teacher was the instigator or aggressor.
- H. If a teacher is complained against or sued in civil court by reason of disciplinary action taken by the teacher, within the policies of the Board, against a student, the Board may, at the teacher's request, provide legal counsel and render all reasonable assistance to the teacher in his defense.
- I. Time lost by a teacher in connection with any incident mentioned in this Article, not commensable under the Workmen's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- J. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if deemed meritorious by the Administrator. In addition, any notice thereof included in the teacher's personnel file shall be identified by the person or persons making such complaint. If any question of breach of professional ethics is involved, the Association shall be notified.
- K. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises so long as such loss comes about as a result of student activity. The amount of reimbursement shall be limited to the repair or replacement cost of the article, whichever the Board deems appropriate.

The teaching staff at West Shore will be limited by a maximum of \$5,000 liability per year; the teaching staff at Torrey Hill will be limited by a maximum of \$5,000 liability per year; the high school teaching staff will be limited by a maximum of \$10,000 liability per year. Each teacher shall provide the Board with an inventory of personal instructional property on school premises.

The Board shall be liable for those items used to supplement teaching, while those items are in the school, when the teacher has not been negligent, to the extent that such loss is not covered by school insurance, and will never include cash in any form.

Any item valued by the teacher to exceed \$25 requires specific written permission from the building principal with the amount of liability specified.

- L. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

ARTICLE XX

Instructional Policies Council

- A. There is hereby established an instructional policies council consisting of 6 teachers appointed by the Association and 4 representatives appointed by the Board.
- B. Representatives of the Board and the Association shall be appointed within 30 days after ratification of the contract.
- C. The Council shall meet once a month during the school year at 7:00 p.m. on the first Monday of each month.
- D. The Chairman of the Council shall be appointed by the Council.
- E. An agenda shall be prepared prior to each Council meeting.
- F. The Council shall advise the Board on:
 - 1. matters of education policy.
 - 2. the In-Service Program for teachers.
 - 3. the review of curricular programs and making recommendations for modifications.
 - 4. the development and coordination of innovative educational programs.

ARTICLE XXI

Negotiation Procedures

- A. A review committee shall be established which shall consist of five (5) members representing the Association and three (3) members representing the Board and the Administration. The meetings shall be held at least once each month, if necessary, for the purpose of reviewing the administration of the contract, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the agreement, then the amendment shall be written and subject to ratification by the Board and the Association.
- B. Between March 1st and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- C. 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 and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals.

- D. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

ARTICLE XXII

Grievance Procedure

A. Definitions:

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement. If the Association or the grievant choose to seek redress by any means other than the grievance procedure, such as, the Tenure Act, MERC, etc., they are barred from pursuing the matter in the grievance procedure.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. The term "days" when used in this Article will mean calendar days but will not include holidays and vacation days.

B. Purpose:

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement.

C. Structure:

1. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.
2. Any teacher may be represented at the first and second levels of this procedure by a representative of the Association. If the representative at the second level is not a member of the bargaining unit, the superintendent will receive prior notice that such a representative will be present at any second level meeting.

D. Procedure:

1. Level One: A teacher with a grievance must initiate this procedure within seven (7) calendar days of the violation, misinterpretation or misapplication, or within seven (7) calendar days of the discovery thereof. He may use one of the following ways:
 - a. He may approach his immediate supervisor and discuss the matter in his own behalf, or

- b. He may request that an Association Representative accompany him in approaching his immediate supervisor.

The informal discussion at Level One must be completed within five (5) calendar days.

If, as a result of the informal discussion with the immediate supervisor or building principal, a grievance still exists, the grievant may invoke the formal grievance procedure by filing the Grievance Report Form with the Principal within five (5) calendar days of the completion of the informal discussion at Level One.

Within five (5) days of receipt of the said written grievance, the Principal shall reduce his decision to writing.

2. Level Two: In the event the grievance is not satisfactorily resolved at Level One, notice of intent to proceed to Level Two shall be given to the superintendent within ten (10) days of receipt of the written decision at Level One.

If the Association gives notice that it desires to proceed with the grievance, a meeting shall be held between a representative of the Association and the superintendent within five (5) days of receipt of notification that the grievance is being pursued.

A written answer shall be returned to the Association within ten (10) calendar days of said meeting.

3. Level Three: If the Association is not satisfied with the disposition at Level Two, the Association may within thirty (30) calendar days of receipt of the Level Two decision request that the matter be submitted to arbitration.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall render his decision in writing and shall set forth his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Only one grievance at a time may be taken to a particular arbitrator.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The expenses of the arbitrator under this article shall be divided equally between the Board and the Association.

E. Miscellaneous:

1. The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Written decisions rendered at all levels shall be immediately transmitted to the Association, the grievant and the Board.
2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to the grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
3. No grievance shall be filed by any teacher after the effective date of his resignation.
4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
5. If a grievance arises from an action of authority higher than the principal, the Association may present such grievance at Level Two of the grievance procedure.
6. The Association shall be given access to all pertinent information and records necessary to the determination and processing of the grievance.
7. The placing of a probationary teacher on a third year of probation, termination of or failure to re-employ any probationary teacher shall not be the basis of any grievance.
8. Past practice of the parties can be relevant evidence but may not be used as the sole justification of the decision of the arbitrator.
9. The arbitrator may not, in effect, grant the Association that which it was unable to secure during collective bargaining negotiations.

ARTICLE XXIII

Miscellaneous Provisions

- A. No Polygraph or Lie Detector shall be used by the Board in the investigation of any teacher.
- B. This Agreement supercedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.
- C. 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. 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.
- D. This Agreement shall supercede any rules, regulation, or practices of the Board which shall be contrary to or inconsistent with the terms.
- E. 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 provisions or application shall not be deemed valid and consistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies for this Agreement shall be printed at the mutual expense of the Board and the Association in booklet form and presented to all teachers now employed and hereafter employed.
- G. All teachers covered by this Agreement who participate in the production of tapes, publications, or other produced educational material shall share to the extent of their participation in residual rights should they be copyrighted or sold by the district.

ARTICLE XXIV

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide group term life insurance protection in the amount of \$10,000 with A. D. and D. that will be paid to the teacher's designated beneficiary.
- B. At the option of the teacher, health insurance will be provided through Blue Cross/Blue Shield (BC/BS) or MESSA.

Effective November 1, 1973:

1. The insurance coverage for the 1973-74 school year shall be MESSA Super Med or BC/BS MVF-1, plus Master Medical Option IV;
2. The School Board shall pay all applicable premium costs, for two persons, full family, employee and dependent, or single subscriber coverage, under the applicable insurance plans;
3. The benefit coverage under either of the aforementioned plans shall be as established on November 1, 1973;
4. Disputes regarding benefit coverage under either plan shall be resolved by the insurance carrier involved;
5. In the event that the premium cost of the insurance plan, as established on November 1, 1973, should increase during the course of the school year, the School Board shall pay the full amount of such additional premium costs to maintain existing benefit levels;
6. The School Board shall not be liable to pay for any increased costs caused by the insurance carrier's unilateral addition of new or increased benefits to the applicable insurance plan after November 1, 1973.

Effective July 1, 1974:

1. The insurance coverage for the 1974-75 school year shall be MESSA Super Med II or a comparable BC/BS program of similar cost;
2. The School Board shall pay all applicable premium costs, for two persons, full family, employee and dependent, or single subscriber coverage, under the applicable insurance plans;
3. The benefit coverage under either of the aforementioned plans shall be as established on July 1, 1974;
4. Disputes regarding benefit coverage under either plan shall be resolved by the insurance carrier involved;

5. In the event that the premium cost of the insurance plan, as established on July 1, 1974, should increase during the course of the school year, the School Board shall pay the full amount of such additional premium costs to maintain existing benefit levels;
 6. The School Board shall not be liable to pay for any increased costs caused by the insurance carrier's unilateral addition of new or increased benefits to the applicable insurance plan after July 1, 1974.
- C. Effective September 1, 1972, the Board shall provide long term disability insurance that will include benefits payable upon the first day after 365 days of disability at a minimum of 50 per cent of annual contractual salary with a monthly payment limit of 75 per cent (no direct offsets). Benefits shall be payable to age 65 or until termination of disability, whichever occurs first. Applicable social security benefits shall not be frozen.
 - D. Effective February 1, 1972, the Board shall provide up to a maximum of \$10 per month for loss of income insurance through MESSA, or the Board's carrier.
 - E. Teachers teaching more than ½ time will be offered full fringe benefits; teachers teaching ½ time will be offered ½ the fringe benefits; teachers teaching less than ½ time will not be eligible for any fringe benefits.

The effective date for coverage on new employees shall be as soon after initial date of employment as is allowed by the carrier. Teachers who remain in the School District shall have continuous coverage. If an employee terminates his employment, his subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

The Board shall permit enrollment in the insurance programs during the open enrollment periods of the insurance companies. Changes in carrier and/or coverage shall be effective as soon as possible following the signature date of the application, subject only to the limitations of the school's carrier. The Board will not be liable for double coverage.

DURATION OF AGREEMENT

This agreement shall remain in full force and effect from date of ratification until June 30, 1975. The anniversary date of this agreement shall be July 1, 1974.

For the Association:

Aleta Carman
James R. McEwan
Cynthia Schewe
Frances M. Rice
Constance Clausen
Alice M. Bristol, President
Fred C. Mayfield, Secy
Mary Lena O'Dell
Treasurer

For the Board:

Dale F. Keene Pres.
W E Oulbort D.P.M.
Carol Masse, Sec.
Marilyn Idem
Edwin L. Woodward
John J. Gallagher
Paula Verland treasure
Dr. Eban F. Crosswell
5/pt

SCHEDULE A

1973-1974

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>Ed. Spec.</u>
1	8,550	9,083	9,341	9,956	10,300
2	8,935	9,480	9,889	10,429	10,966
3	9,332	9,894	10,453	10,924	11,632
4	9,740	10,328	11,032	11,443	12,299
5	10,159	10,831	11,628	11,987	12,966
6	10,676	11,359	12,241	12,556	13,633
7	11,258	11,870	12,883	13,184	14,300
8	11,856	12,513	13,545	13,843	14,967
9	12,472	13,149	14,228	14,535	15,634
10	13,107	13,806	14,933	15,262	16,301
11	13,522	14,150	15,419	15,999	16,968

1974-1975

1	9,000	9,405	9,828	10,270	10,732
2	9,405	9,828	10,270	10,732	11,215
3	9,828	10,270	10,732	11,215	11,719
4	10,270	10,732	11,215	11,719	12,299
5	10,732	11,215	11,719	12,246	12,966
6	11,215	11,719	12,246	12,797	13,633
7	11,719	12,246	12,883	13,373	14,300
8	12,246	12,797	13,545	13,975	14,967
9	12,797	13,373	14,228	14,604	15,634
10	13,373	13,975	14,933	15,262	16,301
11	13,975	14,604	15,419	15,999	16,968
			16,113*	16,719*	17,732*

*4.5% increase for those teachers on Step 11 for the 1973-1974 school year to be paid for the 1974-1975 school year.

Continuation of Schedule A

- A. Effective July 1, 1971, and not to be retroactive, teachers hired will be given up to nine years credit for their full-time outside teaching experience in any school district accredited by a recognized accrediting agency which is recognized by the State of Michigan.
- Teaching a half year or more full time shall be credited as a full year's teaching experience. Teaching less than a half year shall receive no credit.
- B. Upon submitting evidence of having qualified for advancement on the salary schedule by reasons of credits beyond the bachelors degree, a teacher shall be advanced on the salary schedule at the beginning of a school year if the teacher submits verification of completion of credits no later than October 1, and at the beginning of the second semester if the teacher submits verification of completion of credits no later than February 15.
- C. The contractual year shall begin July 1 of each year.
- D. Substitute pay per high school period will be \$7, elementary to be pro-rated per day. Substitute pay all day will be \$30.
- E. Driver education will be paid at \$6.50 per hour for both classroom and behind-the-wheel hours, unless taught as a regular school day subject in which case the salary schedule will be followed. Instructional policy for classroom and behind-the-wheel training shall be in compliance with existing state laws. If approval is given by the State, at least one early class shall start in March or no later than April 1. Driver training automobiles shall be air conditioned.
- F. Computation of the teacher's daily wage will be based on current year's teacher duty days being divided into the salary of the teacher.
- G. Any teacher voluntarily working during his assigned preparation period on a regular teaching basis shall be paid an additional one-sixth of his salary. There shall be no more than three teachers assigned to the above duty at any one time.
- H. If a member of the LIFEA is assigned to an adult education class, he shall be paid at a rate per hour commensurate with the C. S. Mott Community College Adult Education Program.
- I. Fully certified special education teachers shall be given \$300 for 1973-74, no premium pay for 1974-75.
- J. Any teacher working days in addition to days listed on Schedule D will be paid a daily rate according to the formula in Section F above. This does not include athletic positions.

- K. Half-time kindergarten teachers will be contracted for one-half of the full-time kindergarten teacher's duty hours.
- L. Part-time teachers shall be paid $\frac{1}{5}$ of the appropriate full-time teacher's salary for each contact hour taught. The teacher will be obligated for $\frac{1}{5}$ hour preparation time for each contact hour taught.
- M. Method of Payment. The Board and the Association agree with the concept of 21 equal pays spread over the school year. The parties also agree that a teacher desiring summer pay checks may receive 20 equal pays and a lump sum payment for the 21st pay.

SCHEDULE B

Extra Duty Pay

Academic Positions

Based on the first seven steps of the BA salary schedule - Experience in Lake Fenton or outside experience is acceptable in determining salary in each category.

Class Sponsors:

Senior Class	3.5%
Junior Class	3.0
Sophomore Class	2.5
Freshman Class	2.0
Junior High	3.5

Department Coordinators:

Business	4.0%
English	4.0
Mathematics	4.0
Science	4.0
Social Studies	4.0
Guidance	4.0
Fine Arts	4.0
Physical Education	4.0
Home Economics	4.0
Industrial Arts	4.0

Miscellaneous Categories:

<u>Cheerleading:</u>	
Head	3.5%
Assistants	2.0
Yearbook Advisor	4.0%
Forensics Sponsor	3.25%
<u>Plays:</u>	
Director	3.25%
Art Director	2.75
Ass't Director	2.50
Band Director	10.5%
Choral Director	6.0%
Head Teacher	4.0%

Sports Positions

Based on the first seven steps of the BA salary schedule - Experience in Lake Fenton or outside experience is acceptable in determining salary in each category.

Girls' Athletics:

Basketball	9.5%
JV Basketball	7.0
Softball	9.0
Volleyball	9.0
Track	9.0
Tennis	8.0

Baseball:

Varsity	9.0%
JV	7.0

Wrestling:

Varsity	9.0%
Assistant	7.0
Junior High	6.0

Basketball:

Varsity	10.5%
JV	8.0
Freshman	7.0
8th Grade	6.0
7th Grade	6.0

Football:

Varsity	10.5%
Ass't Varsity	8.0
JV	8.0
JV Assistant	7.0
Freshman	7.0
Junior High Head	7.0
Junior High Assistant	6.0

Track:

Varsity	9.0%
Assistant	7.0
Junior High Head	6.5
Junior High Assistant	5.5

Golf

	8.0%
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Hockey

	9.0%
--	------

Cross Country

	8.0%
--	------

Tennis

	8.0%
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All categories listed under extra duty need not necessarily be scheduled if finances and numbers participating does not warrant including the activity in the program.

Regular noon assignments shall be paid on the basis of hourly substitute wages pro-rated according to the time worked.

SCHEDULE C

School Day

High School

7:45 Teachers In
7:45-8:00 Teacher supervision in or near teaching station
8:00 Classes Begin
30 Minutes Lunch
2:30 Classes Dismiss
3:00 Teachers Out

West Shore

8:00 Teachers In
8:00-8:30 Teacher Preparation Time
8:30-8:45 Teacher supervision in or near teaching station
8:45 Classes Begin
*15 Minutes Teacher Relief Period
35 Minutes Lunch
*15 Minutes Teacher Relief Period
3:15 Classes Dismiss
3:25 Teachers Out

A.M. Kindergarten

8:00 Teachers In
8:00-8:30 Teacher Preparation Time
8:30-8:45 Teacher supervision in or near teaching station
8:45 Classes Begin
*15 Minutes Teacher Relief Period
11:15 Classes Dismiss
11:40 Teachers Out

P.M. Kindergarten

11:50 Teachers In
11:50-12:25 Teacher Preparation Time
12:25-12:40 Teacher supervision in or near teaching station
*15 Minutes Teacher Relief Period
3:10 Classes Dismiss
3:25 Teachers Out

Torrey Hill

8:00 Teachers In
8:00-8:30 Teacher Preparation Time
8:30-8:45 Teacher supervision in or near teaching station
8:45 Classes Begin
*15 Minutes Teacher Relief Period
35 Minutes Lunch
*15 Minutes Teacher Relief Period
3:25 Classes Dismiss
3:30 Teachers Out

*See Article V, Section D, Paragraph 1.

The time before students arrival and after students departure is professional teacher-duty time.

As part of their professional responsibilities teachers will attend all meetings called by administrators for their entire length unless excused in advance by an administrator. Meetings for teachers in grades 7 - 12 will begin ten minutes after student dismissal. Elementary principals are discouraged from having staff meetings at the end of the day. Elementary staff meetings will be held in the morning between 8:00 a.m. and 8:30 p.m. whenever possible, without additional pay. Teachers will be given at least 24 hours advance notice, unless emergency situation.

SCHEDULE D

Calendar 1973-1974

Aug.	28	Tues.	New teachers orientation
Sept.	4	Tues.	First full day of school
Nov.	22	Thurs.	No school - Thanksgiving Vacation
	23	Fri.	No school - Thanksgiving Vacation
Dec.	8	Sat.	School in session
	15	Sat.	School in session
	19	Wed.	*Elementary students half-day a.m.; parent-teacher conference p.m.
	20	Thurs.	*Elementary students half-day a.m.; parent-teacher conference p.m.
	21	Fri.	Last day of classes
	24	Mon.	Christmas Vacation begins
Jan.	2	Wed.	School resumes
	19	Sat.	School in session
Feb.	15	Fri.	End first semester; secondary students half-day a.m.; teachers cards and records p.m.
	27	Wed.	Elementary students half-day a.m.; parent-teacher conference p.m.
Mar.	23	Sat.	Teacher Workshop
Apr.	12	Fri.	No school - Spring Vacation begins
	16	Tues.	School resumes
May	27	Mon.	No school - Memorial Day
June	28	Fri.	Last day of classes a.m.; teachers cards and records p.m.
July	1	Mon.	Last teacher work day
	2	Tues.	Teacher workshop

Student Days - 181 Returning Teachers - 184 New Teachers - 185

*Elementary teachers must choose one afternoon from 1 p.m. to 3:30 p.m. and one evening from 6:30 p.m. to 9 p.m. during these two days for scheduling parent-teacher conferences.

SCHEDULE D

Calendar 1974-1975

Aug.	28	Wed.	New teachers orientation day
	29	Thurs.	All teachers orientation day
Sept.	3	Tues.	First full day of classes
Oct.	9	Wed.	Teacher workshop
Nov.	19	Tues.	*Elementary students half-day a.m.; parent-teacher conference p.m.
	20	Wed.	*Elementary students half-day a.m.; parent-teacher conference p.m.
	28	Thurs.	No school - Thanksgiving Vacation
	29	Fri.	No school - Thanksgiving Vacation
Dec.	20	Fri.	Last day of classes
	23	Mon.	Christmas Vacation begins
Jan.	6	Mon.	School resumes
	17	Fri.	Secondary students half-day a.m.; teachers cards and records p.m.
	29	Wed.	Elementary students half-day a.m.; parent-teacher conference p.m.
Feb.	17	Mon.	Washington's Birthday - Monday holiday
Mar.	28	Fri.	No school - Spring Vacation begins
Apr.	7	Mon.	School resumes
May	26	Mon.	No school - Memorial Day
June	11	Wed.	Half day of classes, students a.m.; teachers cards and records p.m.
	12	Thurs.	Last teacher work day
Students -	181	Returning Teachers -	184 New Teachers - 185

*Elementary teachers must choose one afternoon from 1 p.m. to 3:30 p.m. and one evening from 6:30 p.m. to 9 p.m. during these two days for scheduling parent-teacher conferences.

SCHEDULE D

Calendars 1973-74 and 1974-75

NOTES:

- A. Elementary teachers will meet in the evenings on conference days if necessary to handle conference requests.
- B. The Board of Education invites the LFEA to submit its suggestions and recommendations as to the "In-Service Days."
- C. In the event that more than five (5) days of session are missed due to acts of God, the school calendar will be adjusted for the days in excess of five (5). The dates for such adjustments shall be mutually agreed upon by the Board and the Association.
- D. Nothing in this schedule shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- E. If for any reason, other than as provided in Schedule D - Notes C, the number of student session days falls below 180, and we are required by the State Board of Education to make up the days, these days will be made up by adding the days to the end of the school calendar unless mutually agreed to do otherwise.

MEMORANDUM OF UNDERSTANDING

1. No employee in the bargaining unit will be penalized or otherwise retaliated against because of his or her participation in collective bargaining preceding the adoption of a new 1973-75 contract. This agreement shall not preclude the School Board from acting pursuant to paragraphs 2 and 3 below.
2. The School Board shall not be required to withdraw its court action or pending ULP charge filed with the MERC as a condition of settlement.
3. The School Board shall not be required to remove or cancel disciplinary notices or records, issued in connection with the allegedly unlawful work stoppage by the teachers, as a condition of settlement. However, the Association shall be given written notice of all such disciplinary notices or records within two (2) weeks after the execution of the final settlement agreement and then, within two (2) weeks thereafter, the Association shall have the right to challenge any disputed disciplinary notices or records pursuant to the contractual grievance and arbitration procedure.
4. The salary schedule for the 1973-74 school year shall be effective as of July 1, 1973. Teachers shall receive appropriate lump sum payments to cover the retroactive period between the date of settlement and July 1, 1973, as promptly as is possible after the ratification of the new contract.
5. After the ratification of the new agreement, there shall be a ten (10) day enrollment period to allow teachers to elect appropriate benefits under the new insurance program. The new insurance plans shall take effect as of November 1, 1973 or on the date of ratification, whichever occurs later. However, individual employees (and dependents) shall not be covered under either of the new insurance plans until they actually elect coverage and enroll in the plan of their choice.
6. All of the matters covered by the Memorandum of Understanding shall be subject to the terms of the contractual grievance and arbitration procedure.