

7 Oakland Research  
me

**Agreement**  
BETWEEN THE  
**Lake Orion Board of Education**  
AND THE  
**Lake Orion Education Association**  
FOR  
**1968 - 1969**

**THE LAKE ORION COMMUNITY SCHOOLS**  
**Lake Orion, Michigan**

## TABLE OF CONTENTS

ARTICLE	PAGE
	Recognition Contract Agreement 1968-1969 ..1
I	Recognition .....1
II	Association and Teachers Rights .....1
III	Application .....3
IV	Deductions for Professional Dues .....3
V	Teaching Hours and Class Load .....4
VI	Special Student Program .....5
VII	Teaching Conditions .....5
VIII	Department Chairmen .....6
IX	Qualifications and Assignments .....7
X	Vacancies, Promotions and Transfers .....7
XI	Illness or Disability .....8
XII	Extra Leave Days .....9
XIII	Sabbatical Leave .....9
XIV	Unpaid Leaves of Absence .....10
XV	Academic Freedom .....10
XVI	Teacher Evaluation .....11
XVII	Professional Behavior .....12
XVIII	Professional improvement .....12
XIX	Maintenance of Standards .....14
XX	Reductions in Personnel and Anexations and Consolidations of Districts .....14
XXI	Continuity of Operations ..... 14
XXII	School Calendar .....15
XXIII	Professional Compansation ..... 15
XXIV	Special Teaching Assignments .....16
XXV	Terminal Pay .....17
XXVI	Student Discipline and Teacher Protection ..17
XXVII	Insurance Protection ..... 18
XXVIII	Professional Grievance Procedure .....18
XXIX	Negotiation Procedures .....20
XXX	Curriculum Study Committee .....20
XXXI	Miscellaneous Provisions .....21
XXXII	Duration of Agreement .....22
	Schedule A (School Calendar 1968-1969) .... 23
	Schedule B (Salary Schedule 1968-1969) .... 24
	Compensation for Extra Duties-B1 ..... 25
	Schedule C (Professional Grievance Report) . 27

## RECOGNITION CONTRACT AGREEMENT 1968-1969

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board," and the Lake Orion Education Association, hereinafter referred to as the "Association," on this 14th day of August, 1968, enter into the following agreement:

### WITNESSETH:

I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and that the character of such education depends in substantial measure upon the quality and morale of the teaching service, and

II. WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational standards, and

III. 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

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

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

### ARTICLE I

#### Recognition

A. The Board hereby recognizes the Lake Orion Education Association as the designated and sole bargaining and negotiating agent for all certified personnel under written contract or covered by letter of employment with the Lake Orion School District excluding supervisory personnel as defined under the Michigan Public Relations Employment Act.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

### ARTICLE II

#### Association and Teacher Rights

A. The Board hereby agrees that teachers under written contract or covered by letter of employment shall have the right 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.

The Board agrees 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.

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 Legal rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education as in effect on June 19, 1967 which govern other community citizen groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged the Association at School District cost.

D. Listed building representatives and officers of the Association shall be permitted to transact official Association business on school property, with members of the Association, provided that this shall not interrupt normal school operations, or interfere with the discharge of individual duties.

E. The Association shall have the privilege to use school business machines, and audio-visual equipment, when such equipment is not otherwise in use, after arrangements have been made with the building principal. The Association shall pay for the cost of all materials and supplies incident to such use based on School District cost.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use mail boxes provided in the teachers' lounge for communications to teachers. 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 requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

H. Teachers and the Association will be given the opportunity to advise the Board with respect to educational policy matters. The Board will make an effort to inform the Associa-

tion of contemplated, nonemergent, major educational policy changes including major curriculum changes under consideration.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless such personal activities materially dilute the classroom effectiveness of that teacher.

### **ARTICLE III**

#### **Application**

A. The provisions of this agreement are mutually binding as to wages, hours, terms, and conditions of employment. Both parties agree that in matters of administration as well as discharge of individual duties and the processing of grievances neither party shall be arbitrary, capricious or discriminatory, and no exception will be made because of race, creed, religion, color, national origin, sex, or marital status.

### **ARTICLE IV**

#### **Deductions for Professional Dues**

A. Upon receipt of individual deduction authorization forms, the Board will deduct from teacher salaries the dues and assessments of the Association including N. E. A. and M. E. A. dues. Deductions will be made in agreement with a six step schedule to be submitted prior to September 1 of each contract year by the Association. The schedule of deduction dates and amounts will be a part of the deduction authorization form, as prepared by the Association each year. The Board agrees to provide prompt detailed accounting of deductions and remit to the Association all deducted monies with each accounting report.

B. Deductions authorized shall continue in effective unless subsequent to June 1 and prior to September 15 of any year authorization is revoked by the teacher in writing and copies are delivered to the Association and the Board. The period during which revocation will be acceptable shall appear on the face of the deduction authorization form above the place provided for teacher signature.

C. The Association will prepare and distribute payroll deduction cards covering Local, State, and National Association dues. These cards, when voluntarily signed by individual teachers will authorize dues deductions for the life of this contract. Amounts so deducted will be paid promptly and in total to the local Association for subsequent disbursement by the Association.

## ARTICLE V

### Teaching Hours and Class Load

A. Teacher hours of duty shall be seven hours and fifteen minutes per teaching day.

B. Starting times and completion times will be established by the Board and Administration for each building.

C. Each High School and Junior High School teacher will be provided one conference period per day. Elementary Teachers will be provided three (3) daily conference periods of not less than fifteen minutes each.

D. The teaching day for all positions from kindergarten through twelfth grade inclusive shall be the hours classes are scheduled to be in session at the school, or schools, to which the teacher is assigned, not to exceed three hundred (300) minutes per teacher of instructional time per day, five days per week. The three hundred (300) minutes maximum does not apply in case of experimental programs or in case of changes in accrediting criteria as they apply to secondary schools.

E. All teachers shall be entitled to a duty free lunch period of not less than thirty minutes.

F. The Board will make effort not to schedule class later than 3:30 p. m. in the elementary schools.

G. Teachers and administrators are concerned about the possibility of children not being properly supervised or being sent home because of substitutes not being immediately available. Teachers shall be assigned to fill such classroom voids on a temporary basis. Teachers shall be reimbursed at the rate of \$5.25 for the Junior High School, and \$6.25 for the Senior High School per class period for all such assignments.

Teachers shall accept assignments from administrative personnel during assemblies or special programs that fall during the school day without reimbursement.

Effort will be made by administrators to maintain library effectiveness by avoiding overload assignment to the library of classes for which teachers or substitute teachers have not been obtained.

H. If elementary teachers' class loads are increased in number above the regular membership and in excess of desirable maximums because of the unavailability of substitute teachers, teacher aides shall be placed in said classrooms to assist the teacher with non-teaching duties.

I. It is mutually recognized that Art and Music instruction are necessary components of a well rounded educational program. Therefore, every effort will be made by the administration to obtain substitute teachers when these teaching specialists are absent.

J. In order to relieve all elementary teachers from cafeteria and recess duty, the Board agrees to hire aides for these duties. There will always be an assigned teacher on call.

K. In the event that inclement weather makes it impractical to hold outdoor recess, indoor programs will be scheduled within the individual building. These programs will be supervised by teachers and teacher aides.

## ARTICLE VI

### Special Student Program

A. The parties recognize that children properly identified as 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 extra-ordinary and unfair demands upon the teacher. Special classrooms will be provided for these students.

B. In the interest of improving the general classroom atmosphere for the average child, the Board will accelerate testing procedures designed to identify children having special physical, mental, and emotional problems.

C. Requests of teachers that certain students be tested will be formally processed on forms prescribed by the Board. No such teacher request will be disregarded. Teachers will be informed of the psychologists' recommendations.

D. The Administration shall make such arrangements as may be necessary to insure that psychological testing of students is accomplished, as soon as possible, when requested.

## ARTICLE VII

### Teaching Conditions

Conditions of this Article apply to present teaching methods and systems now in effect in this district. Pupil-teacher ratios applicable to team teaching, TV classes or other progressive programs shall be consistent with recommended good practice.

A. It is mutually agreed that achievement of desirable pupil-teacher ratios depend upon availability of space, teachers, and budget. It is further agreed that realistic projection of space, teacher, and budget needs is the responsibility of the Board, and loads cannot properly be achieved on a year by year emergency basis.

Desirable class loads are agreed to be the following:

Elementary — 30 per classroom teacher

Junior High — academic, 35 per classroom teacher

High School — 35 per classroom teacher

Shop classes — 25 per classroom teacher

Special Education — 20 per classroom teacher

The above desirable loads do not apply to physical educa-

tion, music programs or similar activities normally involving large groups.

In cases where these desirable maximums must be extended, the Association and the teacher shall be notified as to the amount for the excess.

B. The Board and the Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The above listed materials are to be available at the beginning of each school year. Prompt notice of reasonable teacher needs and early ordering of materials will serve to assure proper availability of supplies except in case of suppliers' fault. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes, promptly, to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools equipped and maintained within budget limitations as established by the Board.

C. 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, the Board and the Association shall create a central teacher reference library in the district, and include therein all texts which are reasonably requested by the teachers.

D. The Board agrees to make available in each school; typing, duplicating, stencil, and mimeograph facilities, and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall make available in each new building adequate restroom and lavatory facilities exclusively for teacher use, and at least one room, adequately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Private restroom facilities will be provided in existing buildings so far as is practical if school finances permit.

F. Telephones will be available to teachers, for professional use in each of the respective schools. Such telephones will be located in such a manner to assure the privacy necessary for a discussion of professional problems.

G. Adequate parking facilities shall be made available for use by teachers.

## ARTICLE VIII

### Department Chairmen

A. Department heads as required will be selected by the



Board. Duties will be determined by the Board. Teachers so selected have the right to decline the appointment.

## ARTICLE IX

### Qualifications and Assignments

A. The Board will place under contract to teach only those persons meeting the requirements of the State Department of Education.

B. The Board in its effort to maintain and improve the quality of the teaching staff, will make every effort to recruit the best qualified and fully certified persons.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except by their own consent, outside the scope of their teaching certificates or their major or minor field of study.

D. All teachers will be given written notice not later than June 30 of their subject and/or assignment for the succeeding school year. In the event that changes in such schedule are proposed, all teachers effected shall be notified promptly.

E. 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 teacher.

## ARTICLE X

### Vacancies, Promotions and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of the teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent, and one copy to the building Principal. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year.

C. The Board will, during the school teaching year, notify the teaching staff of teaching and supervisory vacancies. The Board agrees to give preferential consideration to members of its own teaching staff in filling all positions, other factors

and qualifications being equal. The Board further agrees not to discriminate against an applicant because of sex.

D. All in system applicants for a position shall be notified promptly by a designated representative of the Board, that an appointment to a vacancy has been made. The notification shall take place before release to the general public.

## ARTICLE XI

### Illness or Disability

A. At the beginning of each school year, each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, or the serious illness or quarantine in the immediate family. The immediate family will be defined as mother, father, wife, husband, or child. The unused portion of such allowance shall accumulate from year to year up to 200 days.

B. Additional sick pay will be granted to teachers who exhaust their accumulated sick leave subject to the following conditions:

1. That a credit of at least 25 sick leave days had been accumulated by the teacher at the beginning of the school year, and

2. That a statement from a qualified physician (either M. D. or O. D.) which verifies the illness, is submitted to the Superintendent's office, and

3. That the additional sick pay will begin only after the teacher has had four (4) uncompensated sick leave days, and

4. That additional sick pay shall not exceed one half ( $\frac{1}{2}$ ) of the amount that had been accumulated at the beginning of the school year, and

5. That sick pay shall not extend beyond the current school year.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave will be renewed each year upon written request by the teacher unless serious permanent disability shall have occurred.

D. Absence due to an on the job injury, but not involving personal negligence will entitle the injured to supplemental compensation defined below:

This supplemental compensation payable for absence necessitated by injury, will be comprised of Workmen's Compensation in part, and payment of the differential by the Board to effect a combined cumulative total equal to the value of accumulated sick days. Only after this combined equivalent amount has been used up, will sick leave days be charged to the teacher.

E. A teacher who has been absent five (5) consecutive work days must present a doctor's statement upon return to work. In case of prolonged illness, periodic reports from the doctor may be requested by the administration.

## ARTICLE XII

### Extra Leave Days

A. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

B. A total of five extra reimbursed leave days per year may be used by the teachers to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combination of the governmental days and the funeral days exceed five (5) days, excess over five days shall be deducted from such sick leave to the extent that such sick leave has been accumulated and thereafter shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and grandchildren.

C. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business or funerals other than in the immediate family as defined in Section B. Absence must be approved by the building Principal, and notice shall be given twenty four (24) hours in advance if possible.

## ARTICLE XIII

### Sabbatical Leave

A. The Board of Education, may, at its option, grant sabbatical leave to outstanding teachers after seven (7) consecutive years or more in this school system. 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, to be paid in a lump sum for the year of absence upon his return to active teaching status in the system. 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 had had he taught in the district during such period.

B. No more than two (2) sabbatical leaves will be granted per year. If a paid fellowship is involved, the sabbatical leave shall be reimbursed at the rate of not more than one half ( $\frac{1}{2}$ ) the annual salary, and be paid by the Board. The value of the

fellowship and the amount paid by the Board shall not exceed the full annual salary.

C. Leaves of absence for study or travel, not reimbursed, may also be granted by the Board for periods of one (1) or two (2) semesters. No more than two (2) unpaid leaves of absence for study or travel will be granted per year.

D. Sabbatical leaves and unpaid leaves of absence for study or travel will be available only to fully certified staff members and advancement in salary step shall accrue during absence.

## ARTICLE XIV

### Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. 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.

B. 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. Credit on the salary schedule shall be at the rate of one (1) year of teaching experience for every two (2) years of military service, not to exceed five (5) years of teaching service.

C. Maternity leaves of up to five (5) years shall be granted commencing not later than the end of the sixth (6th) month of pregnancy except that when this date falls within one school month of the end of the semester. Return from such leave shall be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

## ARTICLE XV

### 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 the values of individual personality.

B. 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 example the basic objectives of a democratic society.

## ARTICLE XVI

### Teacher Evaluation

A. The work of Probationary teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year. There shall be two (2) evaluations during the first semester.

B. Evaluation shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

C. Each observation shall be made in person for a minimum of thirty minutes. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher.

D. A copy of the written evaluation shall be submitted to the teacher at the time such personal interview or within ten days thereafter, and the teacher shall have the opportunity to view the evaluation report. All evaluations shall be based on valid criteria for evaluating professional growth.

E. No later than March 10th of each probationary year, the final written evaluation report will be furnished to the Superintendent covering such probationary teacher. A copy shall be furnished to the teacher and the tenure committee. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to submit additional information to the Superintendent within five (5) days. In the event that a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the tenure committee, and provide for a hearing where requested.

F. Upon request, an administrator will review the contents of an individual teacher's personnel file with the teacher. Certain confidential information such as furnished by the College Placement Office, will be withheld. A representative of the Association may, at the teacher's request, accompany the teacher during this interview.

G. Any material in the personnel file of the teacher, which had been entered prior to this agreement, may be challenged by the teacher for substantiation. Derogatory or arbitrary evaluations which cannot be substantiated shall be removed from

the file upon mutual consent.

## ARTICLE XVII

### Professional Behavior

A. Teachers are expected to comply with reasonable written or oral rules, regulations and directions from time to time adopted by the Board or its representatives 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 or well being, unless such order is in the interest of providing for the safety and well being of the students.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any 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 shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

C. The Board and Association recognize that the educational program is not confined to academic pursuits alone, but includes all areas of the curriculum. The Board and Association further recognize that the success of the total educational program is directly dependent upon the quality of the teaching service and the involvement of teachers in all areas of the program. It is therefore agreed that teacher attendance at and involvement in programs conducted in their respective buildings be considered a professional responsibility.

D. It is hereby agreed and understood between the parties that the daily conference period is time set apart from classroom responsibility for teacher breaks, conferences with students and parents, planning, grading of papers, and attention to teacher duties.

E. Teachers who plan to leave the employ of the school district shall notify the Board of this decision as soon as possible.

## ARTICLE XVIII

### Professional Improvement

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 participation in community educational projects.

B. Responsibility for assignment of teachers to educational conferences shall be an administrative function and the value of such programs shall not be neglected by the administration.

The Association may make written evaluations of such programs in advance and such evaluations shall be given serious consideration by the Administration. Appointed teachers shall be reimbursed for such actual expense and no salary deduction shall be made.

C. Maintenance of an effective education program for the benefit of the district students shall take precedence over the considerations. However, with special service personnel, as with other teachers, the Administration shall give full consideration to the value of educational meetings recommended by the State Department of Education and the Association.

D. Teachers attending conventions or conferences will be requested to submit a short written report highlighting the meeting attended so that the benefits thereof may be shared with other staff members.

E. One or more conference requests will be approved for each of the following area and state conferences and all other areas the Administration feels are beneficial:

1. Michigan Art Education Association
2. Michigan Audio-Visual Association
3. Michigan Association for Childhood Education
4. Michigan Counsellors Association
5. Michigan Driver Education Association
6. Michigan Council for Exceptional Children
7. Michigan High School Coaches Association
8. Michigan Home Economics Section of the American Vocational Association
9. Michigan Music Educators Association
10. Michigan Association for Health, Physical Education and Recreation
11. Michigan Association of Public School Adult Educators
12. Michigan School Band and Orchestra Association
13. Michigan Association of School Librarians
14. Michigan Association of School Nurses
15. Michigan Science Teachers Association
16. Michigan Speech Association
17. Michigan Council of Teachers of Mathematics
18. Michigan Association of Teachers of Vocational Agriculture
19. Michigan Reading Association
20. Michigan Industrial Education Society

For the duration of this contract not less than 72 conference requests per year will be approved if applications total this number. Serious consideration will also be given to one or more requests for attendance at national conferences.

F. At the request of the Association, or with the Board's approval, arrangements shall be made for after-school courses, workshops, conference and programs designed to improve the quality of instruction. Every effort will be made to obtain peo-

ple of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## **ARTICLE XIX**

### **Maintenance of Standards**

A. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, nor shall it deprive the Board of previously established responsibilities, unless expressly stated herein.

B. The duties and responsibilities of any teacher will not be significantly altered or increased without prior negotiations with the Association.

## **ARTICLE XX**

### **Reductions in Personnel and Annexations and Consolidations of Districts**

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel.

B. In the event this district shall be combined during this agreement with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as practical, those teachers with permanent certificates having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve this Board from fulfilling the terms of any annual contract with a teacher.

## **ARTICLE XXI**

### **Continuity of Operations**

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.



B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when other emergencies arise making attendance impractical. Students and staff will be notified of emergency closing through channels of communications determined by the administration.

D. It is understood and agreed that in the event schools are closed for teachers and students due to inclement weather, including hazardous driving conditions, teachers will not be required to report for duty. However, if the announcement of hazard applies to students only, teachers will report when individual conditions permit, and no loss of pay or leave days shall be incurred for such failure to report for work. Teachers will be so notified by the administration.

## **ARTICLE XXII**

### **School Calendar**

A. For the term of this Agreement the School Calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the School Calendar except by mutual agreement of the Board and the Association.

B. The first pupil attendance day shall be ½ day the Wednesday morning after Labor Day. Two teachers' institute days shall be observed each year if approved by the State Department of Education.

C. Annual orientation programs for new teachers shall be scheduled by the Board of Education during a one (1) day period preceding each school year.

D. In-Service Training:

Released time shall be granted for two (2) afternoon meetings per year excluding the initial orientation meetings.

## **ARTICLE XXIII**

### **Professional Compensation**

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Teachers required in the course of their regular teaching assignments to drive personal automobiles from one school building to another shall receive a car allowance of 10 cents per mile.

C. The Board of Education will provide financial reimbursement of \$22.50 per semester hour of graduate credit to each

fully certified person under contract with the Lake Orion Community School District for credits earned beyond ten (10) hours above the Bachelor Degree for the 1967-68 school year and for credits earned beyond fifteen (15) hours thereafter. The total amount shall be limited to 20 semester hours. Reimbursement will be granted subject to the following conditions:

1. An official record of the work completed must be supplied to the Board.

2. Reimbursement will be for hours earned from September of one (1) year to September of the succeeding year, and the individual must be in the employment of the district for the coming year. Reimbursement will be given once each year, the date to be the beginning of each school year and will cover the period of one (1) year preceding the opening of the present school term.

3. A new employee will be reimbursed only for advanced work earned after he has begun teaching duties in this district providing all other conditions have been satisfied.

D. The salary of individual teachers shall be determined by position within the steps and categories of the Salary Schedule and by any of the applicable factors noted below:

1. Step positions shall be determined by allowable credit years of teaching experience.

- a. All teachers shall be allowed credit on the Salary Schedule steps for all years of teaching experience in the Lake Orion Community School District.

- b. All teachers shall be allowed credit on the Salary Schedule steps for teaching experience in any school district in the State of Michigan up to a maximum of six years.

- c. The Board may allow credit on the Salary Schedule steps for such other experience as it considers appropriate.

2. Category positions shall be determined by degrees and credit hours earned, but shall be within the limits set forth in the Salary Schedule.

3. Additional compensation for extra duties shall be paid to teachers who qualify under the categories set forth in Schedule B-1.

## ARTICLE XXIV

### Special Teaching Assignments

A. The Board agrees to the best of its ability to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call, at least one hour before 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 sub-

stitute teacher.

B. A substitute teacher shall be paid for a regular teaching day the sum of \$24.50.

## ARTICLE XXV

### Terminal Pay

Upon termination of employment from the Lake Orion Community Schools, teachers shall receive terminal pay at the rate of one fourth ( $\frac{1}{4}$ ) their unused sick days. The maximum number of days paid shall be limited to twenty five (25) days. The per day rate shall be based on his last full contract amount.

## ARTICLE XXVI

### Student Discipline and 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 full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student discipline 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. A teacher may use force as necessary to protect himself from attack or to prevent injury to another student as provided by the Michigan School Code of 1955, Section 340.756 and Board Policy on Physical Punishment, page 37 as amended on November 6, 1965.

C. A teacher may exclude a pupil from class, on a temporary basis, 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.

D. Any case of assault involving a teacher while performing regular or assigned duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

E. If any teacher is sued by reason of disciplinary action, as allowed by Board Policy on Physical Punishment, page 37, as amended on November 11, 1965, taken by the teacher against a student, the Board will provide counsel and render all necessary assistance to the teacher in his defense.

F. In the event that an assault is made upon a teacher by a pupil while the teacher is on duty in the school or on school property, the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which is not otherwise reimbursable.

G. No final action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall notice thereof be included in said teacher's personnel file unless such matter has been discussed with the teacher concerned.

## **ARTICLE XXVII**

### **Insurance Protection**

A. The Board shall provide full Blue Cross-Blue Shield health care insurance. Every teacher under contract with the district shall have the right to participate in this insurance. The coverage shall be based on the plan currently in effect at semi-private rates. Coverage shall stop with termination of employment.

## **ARTICLE XXVIII**

### **Professional Grievance Procedure**

The Board shall provide full Blue Cross-Blue Shield has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

#### **Level 1**

a. A teacher with a grievance shall discuss it with his principal or supervisor, individually, represented by or accompanied by a representative of the Association, provided that the aggrieved teacher will not be denied the right to have an Association representative present at such conferences.

b. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance shall be delivered to the principal or supervisor.

#### **Level 2**

Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting.

#### **Level 3**

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be trans-

mitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting.

#### **Level 4**

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

#### **Level 5**

Grievances not resolved at Level 4 will be referred to the State for mediation and/or arbitration or arbitration direction. If there are fees for arbitrators, such fees will be shared equally by the parties involved.

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

b. The Board and Association agree to accept the arbitrated decisions to the full extent of the legal authority of each to do so.

#### **B. Miscellaneous**

1. The fees and expenses of the arbitrator shall be shared equally by the parties.

2. If any teacher for whom a grievance is sustained shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall process such grievance prior to the end of the school term.

4. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

5. If the Association decides that no grievance exists and so

notifies the claimant, the teacher may continue to process his claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance, it shall immediately process the claim.

6. A grievance may be withdrawn at any level without prejudice on the record.

7. All documents, communications, and records dealing with a grievance shall be filed separately.

8. Forms for filing and processing grievances shall be designed by the superintendent's office and the Association. These shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

9. All information necessary to the determination and processing of a grievance shall not be withheld by the Board or the Association.

## **ARTICLE XXIX**

### **Negotiation Procedures**

A. 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. If, during the course of this Agreement, it becomes evident that any section of the Agreement is not workable or causes undue hardship upon either party in its application, negotiations may be reopened by mutual consent of the Association and the Board to reconsider the section presenting such hardship. The start of negotiations shall not be delayed more than thirty (30) days after the reaching of agreement on the need for negotiations unless further delay is mutually agreeable.

B. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement.

C. Neither party in any negotiations shall have any control over the selection of the negotiation 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.

D. 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.

## **ARTICLE XXX**

### **Curriculum Study Committee**

A. The Association, in conjunction with the Administration,

will establish a Curriculum Study Committee. The purpose of this committee shall be to improve the educational program of the Lake Orion Community School District. The Committee may, as they see fit, delegate areas of work to sub-committees within their jurisdiction. The written recommendations of the committees shall be delivered to the Board for consideration and action. Written notice of the action taken shall be returned to the Curriculum Study Committee. If the action taken is in opposition to the recommendation of the Curriculum Study Committee, the Board of Education, Principals, and other administrators shall meet with the Curriculum Study Committee to discuss areas of disagreement and formulate a compromise proposal acceptable to all.

## ARTICLE XXXI

### 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 mutual consent of the parties in a written and signed amendment to this agreement.

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 supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any provisions 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 law, but all other provisions and applications shall continue in full force and effect.

**ARTICLE XXXII**

**Duration of Agreement**

This Agreement shall be effective as of August 14, 1968, and shall continue in effect until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman, Negotiating  
Committee

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1968.



**SCHEDULE A**  
**SCHOOL CALENDAR**  
**1968 - 1969**

	Weeks	Attendance Days	Member Days	Paid Days	Check Issued
<b>September</b>					
3					
4					
5					
	4 1/5		19	19	21
<b>October</b>					
24					
25					
	4 3/5		21	23	23
<b>November</b>					
28					
29					
	4		19	20	20
<b>December</b>					
11					
20					
	3		15	15	15
<b>January</b>					
2					
	4 3/5		22	23	23
<b>February</b>					
	4		20	20	20
<b>March</b>					
12					
	4 1/5		21	21	21
<b>April</b>					
4					
7					
8					
	4		19	19	20
<b>May</b>					
30					
	4 2/5		21	22	22
<b>June</b>					
4					
5					
6					
	1		3	3	5
	38		180	185	190

Lake Orestad

1.74 ratio

SCHEDULE B

1968-69 SALARY SCHEDULE FOR TEACHERS

\$469/11

Step	A. B. Degree (1.043)	A. B. Degree (1.044) plus 15	M. A. Degree (1.045)	M. A. Degree (1.046) plus 15	Ed. Spec. 2nd M. A.	Doctorate (1.048)
0	\$ 6,850	\$ 7,100	\$ 7,350	\$ 7,600	\$ 7,850	\$ 8,100
1	7,145	7,412	7,681	7,950	8,219	8,489
2	7,452	7,738	8,027	8,316	8,605	8,896
3	7,772	8,078	8,388	8,699	9,009	9,323
4	8,106	8,433	8,765	9,099	9,432	9,771
5	8,455	8,804	9,159	9,518	9,875	10,240
6	8,819	9,191	9,571	9,956	10,339	10,732
7	9,198	9,595	10,002	10,414	10,825	11,247
8	9,594	10,017	10,452	10,893	11,334	11,787
9	10,007	10,458	10,922	11,394	11,867	12,353
10	10,437	10,918	11,413	11,918	12,425	12,946
11	10,886	11,398	11,927	12,466	13,009	13,567

367/11

416/11

**SCHEDULE B1  
COMPENSATION FOR EXTRA DUTIES**

		%
Football	Head Coach	12
	2 Assistant Coaches	7
	1 J. V. Coach	7
	1 Jr. High Coach, 7th Grade	6
	1 Jr. High Coach, 8th Grade	6
	1 Jr. High Coach, 9th Grade	6
Basketball	1 Head Coach	12
	1 J. V. Coach	7
	1 Jr. High Coach, 7th Grade	6
	1 Jr. High Coach, 8th Grade	6
	1 Jr. High Coach, 9th Grade	6
Baseball	1 Jr. High Track Coach	6
	1 Coach	7.5
	1 J. V. Coach	5
	1 Track Coach	7.5
	1 Assistant Track Coach	5
	1 Wrestling Coach	7
	1 Golf Coach	3.5
	1 Cross Country Coach	4

Advisors and Extra Duties	Supervisor, Athletic Events	\$ 10
	Head of Department	2
	Band, High School	6.5
	Band, Junior High	2.5
	Chorus, High School	3.5
	Chorus, Junior High	2
	Student Council, High School	3
	Student Council, Junior High	2
	National Honor Society	1.5
	Future Homemakers	2
	Future Teachers	2
	Pep Club	2
	Service Buttons	2
	School Paper	2
	Senior Advisor	1.5
	Junior Advisor	1.5
	All-School Play	2
	Debate and Forensics	1.5
	Annual, Senior High	2
	Girls Athletic Association	2
	Thespians	2
	Guidance Counselor	10
	Speech Correctionist	8
	Visiting Teacher	8
	Type A Teacher	8
	Driver Training Instructors: Hr. rate	\$5.25
	Audio Visual, Sr. and Jr. High	
	1 additional preparation period	

Percentage is to be applied at the zero step of the Bachelor's scale.

**SCHEDULE C**

**Professional Grievance Report**

School District ..... Grievance Number .....  
School: ..... Date of Violation: .....  
Date of Grievance: .....

.....  
Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

**STATEMENT OF THE GRIEVANCE:**

**REMEDY REQUESTED:**  
Approved for processing:  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (Use reverse side for additional signature if more than one grievant)

Date: \_\_\_\_\_

.....  
Principal's Disposition:

\_\_\_\_\_  
Signature of Principal

Date: \_\_\_\_\_

Association's Disposition    Satisfactory    Unsatisfactory

Date: \_\_\_\_\_

.....  
Superintendent's Disposition:

\_\_\_\_\_  
Signature of Superintendent

Date: \_\_\_\_\_

Association's Disposition    Satisfactory    Unsatisfactory

Date: \_\_\_\_\_