

9/1/76

Lamphere

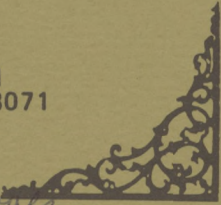
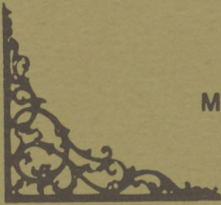
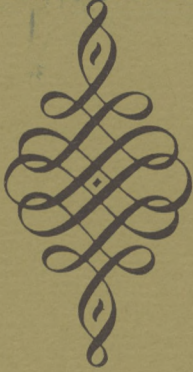


MASTER AGREEMENT
BETWEEN
THE LAMPHERE SCHOOLS
AND

THE LAMPHERE FEDERATION OF TEACHERS
1973 - 76

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Michigan State University



The Lamphere Schools
235 E. Thirteen Mile Road
Madison Heights, Michigan 48071

Frank A. Agnello
The Lamphere Schools
235 E. 13. Mile Road
Madison Heights, MI 48071

MASTER AGREEMENT
BETWEEN
THE LAMPHERE SCHOOLS
AND
THE LAMPHERE FEDERATION OF TEACHERS
1973 - 76

The Lamphere Schools
235 E. Thirteen Mile Road
Madison Heights, Michigan 48071

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1, 2, 3, 4, 5
II	Board Rights	5, 6
III	Professional Compensation	7, 8, 9, 10, 11, 12
IV	Teaching Hours	12, 13
V	Teaching Assignments and Conditions	13, 14, 15, 16
VI	Promotions and Vacancies	16
VII	Transfers and Vacancies	16, 17
VIII	Personnel File	17, 18
IX	Teacher Evaluation, Dismissal and Tenure	18, 19, 20
X	Protection of Teachers	20, 21
XI	Grievance Procedure	21, 22, 23, 24
XII	Leave of Absence Without Pay	24, 25, 26
XIII	Leave of Absence With Pay	26, 27, 28, 29, 30, 31
XIV	Professional Study Committee and In-Service Training	31, 32
XV	Layoff and Recall	32, 33
XVI	Academic Freedom	33
XVII	General	33, 34, 35, 36, 37
XVIII	Duration and Signature	38
	Teacher Salary Schedule A-1	39
	Teacher Salary Schedule A-2	40
	Teacher Salary Schedule A-3	41
	Schedule B - Teacher's Supplemental Pay Scale	42, 43, 44, 45, 46

ARTICLE I
Recognition

A. Bargaining Unit:

1. The bargaining unit for teachers covered by this Agreement shall consist of all certified teaching personnel and professionally related employees under contract to the school district, EXCLUDING superintendent, assistant superintendent for administration, assistant superintendent for instruction, business manager, director of publications, director of vocational and adult education, director of instructional media, director of special services, director of driver education, director of counseling and data processing, director of athletics, principals, assistant principals, secondary administrative assistants, administrative interns and elementary teaching assistant principals and all other supervisors as defined in Section II of Act 379, Public Acts of 1965.
2. Permanent Substitutes:

Permanent teacher substitutes who shall be employed in a continuing singular assignment for a period of ninety (90) working days and hired before February 1st of each year shall become members of the bargaining unit on the ninety-first (91) day of their employment. The Board shall retroactively on a pro-rated basis provide leave benefits to the employed permanent substitute upon establishment of bargaining unit status. Insurance and/or other economic provisions shall not be retroactive.

B. Definition of Terms:

1. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
2. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title "Board of Education" is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.

C. Negotiate with Federation Only:

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

D. Individual Teacher Rights:

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable Civil Laws. It is agreed that the teacher shall have exhausted all steps and procedures to protect those rights as outlined in this Agreement before employing the Michigan and Civil Laws referred to in this paragraph. Membership in any teacher organization shall not be a condition of employment.

E. Federation Dues and Service Fees Check-Off:

1. Check-Off:

Upon filing with the employer of the written authorization form for payroll deduction designated below, signed by the employee, the employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues and service fees which have been levied by the Federation and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.

2. Check-Off Form:

Teachers must submit the following form of authorization thirty (30) days prior to deduction from a payroll check:

Date: _____

AUTHORIZATION FOR DEDUCTION OF
LAMPHERE FEDERATION OF TEACHERS
MEMBERSHIP DUES AND SERVICE FEES

I hereby authorize the Lamphere School District to deduct the sum of \$_____ representing my (Dues for Membership in) (Service Fees to) **CROSS OUT ONE** the Lamphere Federation of Teachers, MFT-AFT, from ten (10) consecutive paychecks, which sum is to be paid in full to the treasurer of the Lamphere Federation of Teachers. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit or until this authorization is revoked by written notice from me. I further authorize the Federation treasurer to annually change the amount and number of deductions.

Signed _____

3. Dues Remittance:

The Board agrees to forward such deductions to the Federation once each month. The Board further agrees to submit a list of employees from which deductions are made in the first month and every month thereafter in which the deductions are made.

4. List and Assignments of Bargaining Unit Members:

The Board shall forward to the Federation a list of all employees within the bargaining unit and their assignments within thirty (30) days after the beginning of the school year.

5. Federation Notification to Board:

The Federation agrees to give written notification to the Board prior to the beginning of each school year of the amounts to be deducted and the number of deductions in that year under such authorization.

6. Sufficient and Excessive Deductions:

The Board agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any members of the bargaining unit, to increase the following deductions in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

7. Save Harmless:

In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

F. Agency Shop:

1. The members of the bargaining unit shall be obligated to pay a service fee equal to the total membership dues, assessments and fees to the Federation for costs incurred to negotiate and administer the Master Agreement. The members of the bargaining unit may fulfill this obligation in one of the following ways:
 - (A) Pay the full amount of the service fees or membership dues to the treasurer of the Federation.
 - (B) Submit and deliver to the Board the check-off form as outlined in Section E-2 of this Article authorizing deduction of membership dues or service fees to the Federation.
2. It shall be a requirement of all members of the bargaining unit to comply with the above Section F-1 on or before the thirtieth (30th) day following the beginning of the school year, their first day of employment and/or the date of ratification of this Agreement by both parties.
 - (A) Teachers hired less than thirty (30) days prior to April 1, must comply with Section F-1 by April 1.
3. Failure to comply with Section F-1 within the above-stated thirty (30) days shall constitute a basis for discharge. Upon receipt of written notification

from the Federation of a request for termination because the employee has failed to comply with Section F-1 within the above-stated thirty (30) days, the Board shall notify the teacher that their employment with the school district shall terminate at the end of the current semester.

4. If any court of competent jurisdiction holds that this "Agency Shop" clause is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then this Section F shall be null and void.
5. In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board, promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

G. Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after regular working hours provided that (1) such meetings occur during the regular shift hours of the custodian for the building in question, (2) request is made to the principal not less than one (1) day in advance, and (3) there is no conflict with other activities.

H. Wearing of Insignia:

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Federation or any other teachers' organization on the school premises; provided, however, that a teacher shall not be permitted to wear any identification which shall be disruptive or derogatory to the Board or the administration.

I. Bulletin Boards:

The Board will provide bulletin board space for Federation use in each building where members of the bargaining unit are employed. Whenever feasible, the bulletin board shall be located in the teachers' lounge.

J. Mail:

A mailbox for each teacher shall be provided by the Board. The Federation representatives shall be permitted to insert mail in the teacher's mailbox provided that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation-mailed materials.

K. Notification of Federation Meetings:

If the Federation requests, the administration shall state on the building staff meeting agenda that the Federation will have a meeting immediately after the staff meeting is adjourned.

L. Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The administration shall give its approval; provided, however, that the announcements are limited to those informing the teachers of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

M. President's Release Time:

1. At times it may become necessary for the Federation President and/or his designee, with the consent of the Superintendent or his designee, to be released from classroom duties to handle urgent school problems.
2. The President of the Union may utilize his planning time for urgent district problems provided he has submitted written notification to the building administrator indicating the reason and destination.

N. Tuberculosis Test:

As a condition of continued employment, upon initial hiring, and every year thereafter, all members of the staff must submit a recent chest x-ray or skin test showing that the person is free from tuberculosis. The Board will pay for the skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.

ARTICLE II
Board Rights

A. Board Rights:

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Federation either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and lay-off and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
5. Adopt reasonable rules and regulations which are not inconsistent with accepted professional behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Federation of its intention, but not in conflict with specific provisions of this Agreement.
6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with specific provisions of this Agreement.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

B. Rights Article:

The matters contained in this Article and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

C. Conflicts:

The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure hereinafter set forth.

ARTICLE III
Professional Compensation

A. Salary Schedules: Teaching Assignment

1. The salaries of teachers covered by this Agreement are set forth as Schedule A's attached as part of this Master Agreement and identified as follows:

- (a) Salary Schedule A-1 - for the 1973-74 school year and shall be retroactive to the opening of school on September 25, 1973.
- (b) Salary Schedule A-2 - for the 1974-75 school year and shall reduce the number of salary tracks to six (6) as follows:

<u>Track</u>	<u>Educational Attainment</u>
A	BA = Bachelor's Degree
B	BA+20 = Bachelor's Degree plus twenty (20) semester hours.
C	MA = Master's Degree BA+50 = Bachelor's Degree plus fifty (50) semester hours.
D	MA+15 = Master's Degree plus fifteen (15) semester hours
E	MA+30 = Master's Degree plus thirty (30) semester hours
F	MA+45 = Master's Degree plus forty-five (45) semester hours. Ed. Spec. = Education Specialist Degree. Ed. D. = Doctorate in Education. Ph.D. = Doctorate of Philosophy.

(c) Salary Schedule A-3 - for school year 1975-76.

(d) "Grandfather" Clause:

- (1) It shall be understood that no teacher shall make less actual salary during the 1974-75 school year than was earned by the teacher under the salary schedule A-1 (above) for the 1973-74 year, because of the reduction of salary tracks in 1974-75. Supplementary pay of any kind will not be considered as part of 1973-74 salary in complying with this "grandfather" provision.
- (2) Teachers who have attained a Bachelor's Degree plus fifty (50) semester hours (BA+50) by October 1, 1974 shall be paid on the MA+15 Track (D) for the 1974-75 and 1975-76 school years.

- (3) Teachers who have attained a second Master's Degree by October 1, 1974 shall be paid on the MA+45, Ed. Spec., Ed.D., Ph.D. Track (F) for the 1974-75 and 1975-76 school years.

B. Cost of Living:

The 1975-76 Salary Schedule A-3 shall be increased by a cost of living factor as stated below, providing the percentage increase shall rise above five percent (5%).

1. The official U.S. Department of Labor, Bureau of Labor Statistics (BLS), Detroit Region shall be used in computing the cost of living percentage.
2. The four months of official B.L.S. reports received by the Board preceding May 30, 1975, will be used to compute an average percentage of rise in a one-year period.
3. All excess percentage rise of the Detroit B.L.S. index over five percent (5%) to a maximum adjustment of three percent (3%) shall be the basis for any addition to the 1975-76 Salary Schedule A-3.
4. The percentage of excess above five percent (5%) to a maximum of three percent (3%) will be multiplied by the schedule rate for each step and track and the product shall be added to the Salary Schedule A-3 and used as a basis for a new schedule. (For example, if the cost of living average rise is six and one-half percent (6.5%), an additional one and one-half percent (1.5%) increase in the 1975-76 Salary Schedule A-3 would result.)

C. Supplemental Pay Schedules: Extra Duty Assignments

1. The supplemental pay for teachers who accept extra duty assignments shall be paid according to the Schedule B attached as part of this Master Agreement.
2. Teachers who complete only part of the assigned duty for supplemental pay shall have their supplemental pay pro-rated accordingly.
3. Assignment to supplemental pay duties shall be for one year and shall be made by the Superintendent or his designee.

D. Earned Credits:

1. Teachers who earn enough credits or degrees shall move to a higher salary as identified on Salary Schedule A-1, A-2 or A-3.
2. For the 1973-74 school year teachers must make application for a salary track change on or before February 15, 1974. For the 1973-74 school year only, the pay for such adjustment of salary track changes shall be made retroactive to the date that such track attainment was officially evident from university records submitted to the Assistant Superintendent for Instruction. It shall be understood that no pay adjustment shall be made prior to September 25, 1973.
3. For each of the succeeding two years of this Master Agreement (1974-75 and 1975-76) teachers must submit evidence for track changes on or before October 1st and February 1st of each school year. The following conditions shall apply:

- (a) Teachers who submit evidence for track changes on or before October 1st of each year shall have their pay adjusted retroactive to the date of attainment; provided, however, that no adjustment shall be made to any pay prior to the first day of that school year.
 - (b) Teachers who submit evidence for track changes on or before February 1st of each year shall have their pay adjusted retroactive to the date of attainment; provided, however, that no adjustment shall be made to any pay prior to December 1st of that school year.
4. The hours of credit described in each of the Salary Schedules A-1, A-2, and A-3 are full semester hours.

E. Experience Credit:

Credit for past teaching experience shall be given up to a maximum of six (6) years. Of the above, (1) full credit shall be given for previous teaching experience in other public school systems; (2) credit not to exceed two years may be given for military experience involving teaching upon initial employment; (3) credit for teaching experience outside the public schools may be given; (4) as to Items 2 and 3 above, the amount of credit to be given for past teaching experience will be determined on an individual basis by the Superintendent of Schools.

F. Health Insurance:

- 1. All full-time teachers who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance as provided in subsection 3 of Section F; provided, however, that a married teacher shall not be eligible in the Board plan if the married teacher's spouse is eligible for paid health insurance in the course of the spouse's employment which is at least equivalent to that coverage offered by the Board.
- 2. The Board shall pay the premium for eligible teachers as provided in subsection 3 of this Section.
- 3. Coverage to be offered according to the eligibility requirements of the carrier and the start of the coverage agreed to by the Union and the Board shall be as follows:
 - (A) Coverage to be offered prior to February 20, 1973:
 - (1) Michigan Blue Cross
 - (a) Comprehensive Hospitalization
 - (b) Semi-private room
 - (c) Riders D, F and SA
 - (2) Michigan Blue Shield
 - (a) MVF-1 with Riders FC and SDGB
 - (b) Medi-care options, Blue Cross-2
 - (c) Blue Shield - 1
 - (3) Master Medical Coverage

- (B) Beginning on February 20, 1974, the Board shall provide the following additional benefits to those outlined in (A) above:
- (1) Prescription Rider, PPD-2, Blue Cross/Blue Shield
 - (2) ML Rider, Blue Cross/Blue Shield
- (C) In addition the Board shall provide optical insurance with Co-op Optical Service, beginning in September, 1974.
- (D) In addition the Board shall add MVF-2, Blue Cross/Blue Shield to its insurance program beginning in September, 1975, for all qualified teachers.
4. Teachers who shall complete a full year of teaching in any one school year and who receive a lay-off notice prior to the end of the school year shall have their health insurance premiums for the summer months paid by the Board. A teacher who shall submit a letter of resignation shall not be entitled to the summer health insurance premiums.
5. The benefits included in this Section E shall be by way of a fringe benefit to qualified teachers with no cash reimbursement to any employee.

G. Secondary Preparation Period Substitute Pay:

In any secondary school situation where a substitute is not available and a classroom teacher is required to utilize any preparation (planning) or other period during which he does not have teaching duties, he shall be paid for such time, in addition to his regular salary, at the following rates:

1. For the 1973-74 school year - \$7.50 per hour.
2. For the 1974-75 school year - \$8.00 per hour.
3. For the 1975-76 school year - \$8.50 per hour.

H. Life Insurance:

The Board shall select and support the cost of a group life insurance policy in the amount of \$15,000 for each full-time teacher.

I. Car Allowance:

Teachers who shall be authorized to drive personal cars for school business within the normal scope of their daily employment shall receive a car allowance of fifteen (15¢) cents per mile. Teachers who shall be authorized to drive personal cars for school business outside the school district shall receive a car allowance of ten (10¢) cents per mile.

J. Method of Pay:

1. Teachers shall have the opportunity to receive their pay in one (1) of the following three ways: provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year:

- (a) The employee may elect to receive his yearly salary in twenty-one (21) installments.
 - (b) The employee may elect to receive his yearly salary in twenty-six (26) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.
 - (c) The employee may elect to receive his yearly salary in twenty-six (26) installments throughout the twelve-month period (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June 1 of each year.
2. When the last payday of the teacher's work year is scheduled for a Friday that precedes the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for teachers. For purposes of definition, the last day of the teacher's work year shall mean the 185th scheduled teacher attendance day.

K. Driver Education Pay:

Teachers who shall be employed as Driver Education Instructors shall be paid at the following rates:

- 1. For the 1973-74 school year - \$7.50 per hour.
- 2. For the 1974-75 school year - \$8.00 per hour.
- 3. For the 1975-76 school year - \$8.50 per hour.

L. Termination Pay:

- 1. The following shall apply for teachers who retire prior to the beginning of the 1974-75 school year.
 - (A) All teachers who shall terminate their employment under the terms of the Michigan School Retirement Provisions, and who shall have worked continuously for the Lamphere Schools as a teacher for ten (10) years immediately prior to the date of termination of employment, shall receive a lump-sum payment equal to fifteen (\$15) dollars for each unused accumulated sick day, provided that no employee shall receive more than one thousand (\$1,000) dollars maximum payment under this provision. For purposes of this section, a teacher who shall interrupt his service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the ten-year requirement of this section.
- 2. The following shall apply for teachers who retire after the beginning of the 1974-75 school year and prior to the beginning of the 1975-76 school year.
 - (A) All teachers who shall terminate their employment under the terms of the Michigan School Retirement Provisions, and who shall have worked continuously for the Lamphere Schools as a teacher for (10) years immediately prior to the date of termination of employment,

shall receive a lump-sum payment equal to twenty (20) dollars for each unused accumulated sick day, provided that no employee shall receive more than one thousand five hundred (\$1,500) dollars maximum payment under this provision. For purposes of this section, a teacher who shall interrupt his service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the ten-year requirement of this section.

M. Summer School Rate:

Teachers who shall be employed as summer school teachers of children shall be paid at the following rates:

1. For the summer of 1974 - \$6.75 per hour.
2. For the summer of 1975 - \$7.25 per hour.
3. For the summer of 1976 - \$7.75 per hour.

N. Summer Pay Rate:

Teachers who shall be employed during the summer in work other than summer school shall be paid at the following rates:

1. For the summer of 1974 - \$7.50 per hour.
2. For the summer of 1975 - \$8.00 per hour.
3. For the summer of 1976 - \$8.50 per hour.

ARTICLE IV
Teaching Hours

A. Teacher Starting Time:

Teachers shall be required to report on duty fifteen (15) minutes before the opening of the students' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the students' regular school day.

B. Exceptions:

At times it may be necessary for a teacher to deviate from these normal teaching hours. Whenever this occurs, it shall be at the mutual agreement of the teacher and the administrator.

C. Duty-Free Lunch Periods:

All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. All elementary and elementary special area teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than sixty (60) minutes.

D. Parent-Teacher Conferences:

When parent-teacher conferences are held in the evening, teachers who are scheduled for these evening conferences shall be given equivalent released time from the normal working hours during the days the conferences are held. These conferences shall not occur more than two (2) evenings in any one semester.

E. Staff Meetings:

Building staff meetings, departmental and/or grade-level meetings, when needed, shall require the attendance of teachers and may be scheduled outside the regular school day. No more than four such meetings shall be scheduled in any one month and, except for curriculum-type meetings in which outside resources are used, each meeting shall not exceed one hour in length. No more than one curriculum meeting, as described in the preceding sentence, shall be held per semester unless mutually agreed by the teachers involved.

ARTICLE V
Teaching Assignments and Conditions

A. Major and Minor Assignments:

Teachers will be assigned within the scope of their teaching certificates and/or their major and minor field of study. In cases of a teacher being assigned to his minor, this shall be done before the end of the school year when the assignment is for the ensuing year or when the Assistant Superintendent for Instruction has informed the teacher and the Federation President that the need for the teacher to teach his minor could not be foreseen.

B. Reassignments:

Each year, prior to March 1, elementary teachers who desire a change in grade and/or subject assignment within the building for the ensuing school year commencing the following September, shall file a written statement of such desire with the Assistant Superintendent for Instruction. Such statement shall include the grade and/or subject assignment to which the teacher desires to be reassigned. Each request will be kept on file and every consideration will be given to honor each request up to the opening day of the new school year.

C. Class Size:

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

1. Pupil-Teacher Ratio:

(A) Elementary - The Board shall attempt to maintain an average ratio on a system-wide basis of 30 to 1. When an individual class load reaches 35, the administration shall attempt to reduce this number.

(1) Kindergarten: When an average of all sections of kindergarten in a given building reaches a ratio of

25 to 1, the administration shall attempt to reduce this number.

(2) First Grade and Second Grade: When the average of all sections of First Grade or Second Grade in a given building reaches a ratio of 31 to 1, the administration shall attempt to reduce this number.

(B) Secondary - The 30 to 1 ratio of the North Central Association shall serve as the guide in secondary schools, with the exception of activity classes such as physical education and typing.

(C) When a class size reaches the limits stated in paragraphs 1 and 2 above, the teacher shall meet with the building principal, the Assistant Superintendent for Instruction and a representative of the Federation to attempt to reduce the class size. It is realized the above-mentioned class size limits and ratios as stated in paragraphs (A) and (B) above may not be attainable. Therefore, the decision of the Board shall not be subject to the grievance procedure.

D. Furniture:

The Board will have in each school building facilities for the use of teachers. Said facilities shall include a desk and chair for the teacher and student desks adequate for the number of students involved. This shall include all teachers who are assigned on a full or part-time basis within a building.

E. Teacher Lounge and Lavatories:

The Board shall provide lavatory facilities exclusively for adult use and at least one (1) room appropriately furnished, which shall be reserved for use as an employee lounge and lunchroom in which smoking shall be permitted.

F. Parking:

The Board shall provide parking facilities exclusively for adults and shall provide for the reasonable maintenance of the area.

G. Non-Instructional Duties:

Whenever practicable, the Board shall relieve teachers of non-instructional duties.

H. Preparation Time:

1. All secondary teachers shall be given uninterrupted preparation time of one period in the school day.

2. Preparation time for elementary school teachers shall be as follows:

(A) Elementary teachers shall be provided with planning time when their classes are being instructed by special area teachers (i.e. physical education, music, etc.). Each special area class shall generally be forty-five (45) minutes long per week.

(B) The Board and the Union agree that recess shall be a fifteen (15) minute period which allows children a break in the academic instruction and shall occur approximately in the middle of each half-day session. The following conditions shall apply when recess periods are used by teachers:

- (1) It is permissible for one (1) teacher to supervise two (2) classes during a recess period. The teacher released as a result of recess shall have a duty-free period during this time.
- (2) The fifteen (15) minute recess is from the time a class leaves the classroom until they return to the classroom. This means that no recess period will exceed fifteen (15) minutes.
- (3) Generally speaking, the two classes being supervised by one teacher should be within a two-grade span (i.e. Grades 2 to 4).
- (4) All classes (K-6) may have a maximum of two recess periods per day, with the provision that a class will not take recess on the half day in which the class also has a gym class.

I. Non-Discrimination:

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

J. Open House and Parent-Teacher Conferences:

Teachers shall attend the annual open house or parent-teachers conferences scheduled in their building unless excused by the building principal. All other functions outside the normal school day shall be voluntary.

K. Tools of the Profession:

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and similar materials are the tools of the teaching profession. The Board agrees that within the limits of their financial resources they will keep the schools reasonably equipped and maintained.

L. Special Area Teachers:

All elementary special area teachers (Music, Physical Education, Reading Resource, etc.) shall be given preparation time at least equal to that provided the elementary classroom teacher.

M. Elementary School Schedule:

In the elementary schools only, the first two (2) full student days of school each year shall be ended one (1) hour prior to the regular school closing time.

ARTICLE VI
Promotions and Vacancies

A. Definition:

1. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day and regular working hours.
2. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

B. Notice of Vacancy:

Whenever any vacancy in any professional position in the district shall occur during the school year, which position shall be considered to be a promotion as defined in "A" above, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. The vacancy notice shall include the descriptive title or scope of responsibilities, duties, salary and location of the position. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

C. Applications:

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

D. Intent of Interest:

Whenever any vacancy, deemed to be a promotion as described in "A" above, occurs during the normal summer recess, vacancy notices shall be sent only to those employees who have filed an "Intent of Interest" with the Assistant Superintendent for Instruction. Copies of all such vacancy notices will also be sent to the Federation President.

ARTICLE VII
Transfers and Vacancies

A. Definition:

"Transfer" shall mean relocation of teaching personnel to another building.

B. Voluntary Transfer:

1. A teacher wishing to transfer shall submit a letter indicating the transfer

he wants to the Assistant Superintendent for Instruction. The teacher shall receive an acknowledgment in writing that the letter of transfer has been received.

2. The teacher's application will be held on file for one (1) year from date of application.
3. The teacher will only have to meet minimal requirements as determined by the Assistant Superintendent for Instruction.
4. If more than one application is received for an open position and each applicant for the transfer meets the minimal requirements, then system-wide seniority shall be the only criterion.
5. The Board may go outside of the Lamphere Schools only if no applications have been received and/or applicants do not meet minimal requirements.
6. Each vacancy shall be posted in each building and a copy submitted to the Federation President. The vacancy notice shall include the minimal requirements for the position in the bargaining unit which is vacant. No position shall be filled, except on a temporary basis, until such vacancy shall be posted for five (5) days.

C. Involuntary Transfers:

1. The Board shall exert every effort possible to solicit voluntary transfers, but in the event that a voluntary transfer is not available or has not come forward, then an involuntary transfer may become necessary.
2. Prior to making such transfer, the initiating administrator shall meet with the teacher involved and the Federation representative to review the reasons for the transfer. This meeting must take place no less than seven (7) calendar days prior to the effective date of the transfer.
3. Under no circumstances shall involuntary transfers be arbitrary or capricious.

ARTICLE VIII
Personnel File

- A. This provision shall apply to all materials placed in a teacher's permanent personnel file after initial employment. There shall be only one permanent personnel file and it shall be centrally located.
1. No material shall be placed in the teacher's file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its contents.
 2. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
 3. The teacher may examine his file any time, upon request, and he shall be permitted to reproduce any such material in his file.

4. Materials shall be removed from the file if and when a teacher's claim that such material is inaccurate and is sustained through the grievance procedure and/or mutual consent. The evaluation of a teacher and the written items by the principal accompanying the evaluation as described in Article IX shall not be subject to this section.
5. Each teacher may add any professional evaluations to his file as he chooses.
6. No material from parents shall be placed in the teacher's permanent personnel file.
7. The file of a tenure teacher shall contain no confidential material. Confidential material that the Board may request from a teacher's past employer or educational institution shall be retained in the teacher's file for one (1) calendar year only.

ARTICLE IX

Teacher Evaluation, Dismissal and Tenure

A. Probationary Employees:

Probationary employees who are employed for a full school year will be observed in the classroom by the responsible administrator for the purpose of evaluation at least three (3) times during each school year. The first observation will be completed by approximately November 15, the second by January 15, and the third by approximately March 1. Probationary employees who shall be employed after the beginning of the school year shall have the number of classroom visitations for evaluation purposes pro-rated accordingly.

B. Tenure Teachers:

All members of the bargaining unit will be covered by the Michigan Teacher Tenure Act as amended.

The Board reaffirms its policy that any dismissal of or disciplinary action against any member of the bargaining unit shall be based on reasonable and just cause and that the affected employee will be accorded due process. In the event that the Tenure of Teachers Act (Public Act 4 of the extra session of 1937, being section 38 71-191 of the Compiled Laws of 1948) is repealed, those members of the unit who had acquired tenure shall have full access to the grievance procedure including the right to appeal to binding arbitration.

C. Conditions for all Evaluations:

1. Each classroom observation shall be for a minimum of thirty (30) consecutive minutes, and there shall be at least one such observation during each evaluation period.
2. Following each classroom observation as specified in Section 1 above, the administrator shall prepare a written report in triplicate, and schedule a conference with the teacher within fifteen (15) calendar days of the classroom observation.

3. Twenty-four (24) hours prior to the scheduled conference as described in 2 above, the teacher shall sign the three copies of the written report and shall receive one copy. The teacher's signature indicates only that he is familiar with the contents.
4. If there is an adverse change (such change to be indicated as below average or unsatisfactory) from the previous evaluation of any teacher, then an addendum to the official evaluation report shall be prepared by the administrator. This addendum shall include suggestions and/or program for improvement to the teacher as well as such other specific reasons for the adverse change in the evaluation.
5. The teacher may submit a letter expressing his approval or disapproval of the formal evaluation. The teacher may also submit his own evaluation, including information and comments a teacher feels are pertinent.
6. The formal evaluation and the teacher's written answer and/or own evaluation, if any, shall become a part of the teacher's permanent personnel file, as an attachment to the administrator's written evaluation.
7. A teacher may confer with the Superintendent regarding his evaluation. If a teacher wishes, an LFT representative may be present at this conference.

D. Evaluation Not Subject to Grievance:

The administrator's evaluation of a teacher shall not be subject to the grievance procedure. However, the failure to follow the procedures and conditions through which the evaluation is obtained shall be subject to the grievance procedure.

E. Termination of Probationary Employees:

In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher in writing. A copy will be given to the Federation with the approval of the teacher concerned. Upon request, the Board shall grant the teacher a hearing in executive session.

F. Discipline of Teachers:

No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act (Act 4, P.A. of 1937), as amended, shall be subject to the professional grievance negotiations procedure hereinafter set forth. Such reduction in rank and compensation for purposes of the grievance procedure shall be limited to the teacher's basic contract and not apply to those duties covered by a supplementary contract. Discharge and/or third-year probation proceedings shall not be interpreted as part of this section inasmuch as they are adequately covered by existing State and Federal Laws.

G. Third Evaluation:

If a teacher is assigned duties in more than one building, thereby requiring evaluations by more than one administrator, and if the two evaluations reflect serious or major differences in this teacher's performance, a third evaluation will

be made by the Assistant Superintendent for Instruction. This evaluation will be discussed by the Assistant Superintendent for Instruction in the presence of the teacher and administrator and become the only evaluation placed in the file. If a teacher requests it, a Federation representative shall be present at this meeting.

ARTICLE X
Protection of Teachers

A. Responsibility:

Both the Board and the Federation agree that student behavior is a shared responsibility. The Board and members of the bargaining unit will endeavor to achieve correction of student misbehavior through counsel and interviews with students and the student's parents when warranted.

B. Administrative Action:

The Board recognizes some student behavioral problems to be beyond the teacher's immediate control and agrees that the school administration will take any and all action deemed necessary by the school administration. When a child's behavior is such that it impedes or undermines the academic progress of the class and the child is removed from the class by the teacher, the problem shall be dealt with by the appropriate administrator. If deemed necessary by the administrator, he shall meet with the student, teacher and/or parent.

C. Teacher Physical Assault:

Any case of physical assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such physical assault; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of Board policy.

D. Absence Due to Assault:

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

E. Personal Property:

The Board will reimburse the teacher for loss or damage to personal property in connection with any physical assault on said teacher in the course of his

employment or because of his employment as a teacher, provided the teacher was acting in accordance with and within the scope of Board policy.

F. Parent Complaint:

Any complaint by a parent of any student against any teacher which a principal feels may have validity shall be promptly called to the attention of the teacher involved and at which time the complainant shall be identified.

G. Discussion of Reasons:

If known to the principal, the reasons for scheduled conference between the teacher, principal and a parent shall be discussed with the teacher prior to the said meeting.

ARTICLE XI
Grievance Procedure

A. Definitions:

1. The term "grievance" shall be interpreted to mean a complaint by a teacher(s) or by the Federation in its own behalf alleging that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, "days" shall mean weekdays.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration. In fact, the parties agree that before initiating Level One of the grievance procedure, as outlined below, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

C. Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced to writing and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or his designee in connection with the grievance procedure.

1. Level One:

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put his grievance in writing and it shall be submitted to the principal within five (5) days of the action upon which

the grievance is based. The principal shall make his decision known in writing within five (5) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the teacher.

2. Level Two:

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or his designee within five (5) days. The Superintendent or his designee shall process the grievance in one of the following ways:

- (A) The Superintendent or his designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate his disposition to the Federation within five (5) days after such meeting.
- (B) The Superintendent or his designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board Meeting. The Board shall indicate its disposition of the grievance, in writing, to the Federation within five (5) days after such meeting.

3. Level Three:

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Union may elect to submit the grievance to the American Arbitration Association under their rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

(A) Powers of the Arbitrator:

The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. He shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall he substitute his judgment to that of the parties.

D. Individual Grievance:

If the teacher does not wish to be represented by the Federation, he may pursue

Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual teacher will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

1. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
2. If the individual presents a grievance in his own behalf, he shall not be accompanied nor represented by an officer, executive delegate, representative or agent in any capacity of any organization other than the Federation (except as stated elsewhere with regard to legal counsel).

E. Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any teacher group or rival organization other than the Federation.

F. MFT-AFT Participation:

A representative of the MFT and the AFT may participate at any level of the grievance procedure.

G. Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render his decision on a grievance within the specified time limits for that level shall result in the employer granting the grievance and the relief sought by the grievant. Failure of the grievant to process his grievance within the specified time limit for that step shall be deemed a withdrawal of the grievance without prejudice.

1. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
2. In the event a grievance is filed after May 1 of any year, and the strict adherence to the time limits may result in hardship to any party, the Superintendent and the Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. Action of Higher Authority:

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

I. Time Spent on Grievance:

Any time spent by any Federation representative, member of a Grievance Committee, any other member, or any other member of the bargaining unit, in connection with the grievance, shall be after his regular working hours and without pay. Any time spent by an employee submitting a grievance at hearings

or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

J. Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

K. Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any teacher.

L. Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply:

1. Back pay awarded during the life period of this Agreement shall be applicable.
2. Back pay awarded for the period of one (1) year before ratification of this Agreement shall be applicable, however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
3. The Board shall not be obligated for back pay outside the limits of 1 and 2 above.

ARTICLE XII

Leave of Absence Without Pay

A. Board Action Required:

The Board may grant teachers who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of the Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

B. Conditions:

1. Teachers who have obtained or been approved for tenure are eligible for leaves.
2. The basic leave is for a period of twelve (12) consecutive months.
3. The Board shall not be required to assign a teacher returning to duty after a leave of absence to the same building, grade or special assignment held prior to the leave. The Board shall attempt to assign the teacher to the same position, if available, or a substantially equivalent position.

4. If a teacher on leave enters into a contract for another teaching position without Board approval, his leave will be automatically terminated and his employment by this district will terminate.
5. A teacher on leave of absence shall not lose sick leave time accumulated prior to his leave. However, sick leave time shall not accumulate during his leave of absence.

C. Procedures:

1. An eligible teacher desiring a leave of absence shall submit his request to the Board through the Superintendent of Schools. Such request shall be submitted by the Superintendent to the Board with his recommendation for action.
2. For all teachers whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1st. For all teachers whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation from the district by such teacher.

3. Maternity Leave:

In the case of a maternity leave, the following provisions shall apply:

- (A) A teacher who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact she is pregnant and giving the estimated date of delivery.
- (B) The teacher shall make a request, in writing, for a maternity leave to the Board through the Superintendent at least thirty (30) days prior to the starting date of the leave.
- (C) A teacher requesting maternity leave shall be permitted to continue working provided her doctor certifies that she is physically well enough to work and perform all duties and functions of her position and does not create an industrial risk.
- (D) The teacher shall provide the Board, upon request, statements from her physician regarding the teacher's physical well-being and ability to perform the duties of the teacher's position. Frequent absences prior to the start of the leave which are attributed to the pregnancy of the teacher shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.
- (E) A teacher on maternity leave may elect to prepay the health insurance premium for a period of six (6) months maximum after the start of the leave; provided, however, that the teacher submits the dollar amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.

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

D. No Advancement on Salary Schedule:

While a teacher is on leave there shall be no advancement on the salary schedule in terms of teaching experience, except as provided for in other sections of this Article.

E. Leave for Teaching Programs:

A leave may be granted to participate in exchange teaching programs in other states, territories or countries (foreign or military) wherein the teaching experience is determined by the Superintendent to be equivalent to similar teaching experience in the Lamphere District. Upon such determination, full credit shall be given for placement on the salary schedule when the teacher returns. It shall be the responsibility of the teacher to submit such evidence to the Superintendent.

F. Military Leave:

A military leave of absence shall be granted to any eligible teacher for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be granted one (1) year's experience on the salary schedule for each year of the leave up to a maximum of two (2) years.

ARTICLE XIII

Leave of Absence With Pay

A. Sick Leave:

1. Amount:

Teachers will earn one (1) day of sick leave per month of the regular school year. A teacher shall be granted, on his first day of employment, the total allowance for which he would be eligible during the school year. Sick leave days used in excess of the days earned shall be deducted from the teacher's contract if his employment is terminated before the end of the school year.

2. Types of Sick Leave:

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

- (A) Personal illness.
- (B) Illness in the immediate family including husband, wife, son, daughter, or any dependent relative residing permanently with the teacher.

3. Accumulation of Sick Leave:

Teachers shall be credited with a service accumulation for sick leave

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

No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence, retirement, or death, except as outlined in Article III, Section L.

4. Conditions:

The privileges stated in paragraphs "1" and "2" above are expressly conditional upon the following requirements:

- (A) In the case of an emergency nature such as personal illness, illness in the immediate family, or death in the immediate family, notification of the absence must be given to the teacher's immediate supervisor at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day at the discretion of the Superintendent.
- (B) If a teacher's absence because of personal illness exceeds ten (10) consecutive working days, the teacher shall file in the office of his immediate supervisor before returning to duty, a physician's certification of readiness for return to duty.

B. Sick Bank:

- 1. The Board and the Federation agree to establish a non-accumulative sick bank equivalent to one (1) day per teacher. The number of days shall be determined by the number of teachers on the payroll as of the fourth Friday in September. This number shall be reported to the Federation, in writing, and shall not be increased by the addition of staff during the year.
- 2. Procedures for Requesting Sick Bank Coverage:
 - (A) A teacher must use his accumulated sick leave before becoming eligible for the sick bank.
 - (B) A teacher must be absent five (5) consecutive days without pay before he can apply to the sick bank. In no instance will the sick bank be used to pay for these five (5) days.
 - (C) A physician's certificate verifying the illness must be submitted to the sick bank committee.
- 3. Sick Bank Committee:
 - (A) A committee composed of one (1) administrator chosen by the Superintendent, one (1) Federation member chosen by the Federation President, and the teacher's immediate supervisor shall decide the eligibility of a teacher and the number of days that can be used from the sick bank. The decision of this committee shall be final.

C. Personal Business Leave:

1. The Board of Education and administration recognizes that it may be necessary at times for a teacher to be absent from his or her teaching responsibilities for reasons other than illness.

Therefore, three (3) personal business days per year may be granted to teachers to transact personal business that can only be done during school hours without loss of pay. Personal business shall cover the following areas:

- (A) Court cases, government or legal business.
 - (B) Moving.
 - (C) Celebration of high religious holy days. The Board shall grant the first two approved holy days without deduction from the personal business allotment of three (3) days.
 - (D) Death of any person deemed especially close by the applicant. The Board shall grant the first two approved bereavement days without deduction from the personal business allotment of three (3) days.
 - (E) Appointments pertaining to university matters which must be made during school hours.
 - (F) Graduation from school or college of members of the immediate family.
 - (G) Matters of an emergency or critically important nature allowable at the discretion of the Superintendent or his designee.
 - (H) Marriage.
 - (I) Parental Leave: Matters pertaining to the adoption of children and birth of husband's child.
 - (J) A definite appointment for medical laboratory and/or medical diagnostic tests that cannot be scheduled outside of the school day.
2. A personal business leave day shall not be granted for the day proceeding or the day following holidays or vacations, and the first and last days of the school year unless processed as (G) above.
 3. Personal business days must be applied for in writing one week in advance, except in cases of emergencies. Approval shall be granted by the Superintendent or his designee with the understanding that the teacher's request is based upon one of the ten (10) recognized reasons listed above, but will not appear on the request form.
 4. If requested by the Board, the teacher must supply documented proof to substantiate his reason within a reasonable time or suffer the loss of pay for the day(s).

5. At the end of each school year, the Board shall add any unused portion of the three-day personal business allowance to the individual teacher's sick leave accumulation for the ensuing school year.

D. Federation Days:

When approved by the Superintendent, the Board will grant a maximum total of fifteen (15) days for Federation workshops and/or conferences.

E. Jury Duty:

A teacher called for jury duty or as a subpoenaed witness shall be paid his regular salary for time lost from his school duties. However, the teacher shall return to the Board other compensation for performance of such duties.

F. Military Reserve Duty:

A teacher shall be granted leave with pay to a maximum of 20 days for emergency duty with Armed Forces Reserve Units, if such duty occurs during the regular school year (September to June).

Emergency duty in this instance also includes issuance of orders over which the teacher had no control.

However, the teacher's pay from the Board shall be the difference between the gross pay that he receives from the reserve unit and his regular daily rate of pay.

G. Visitations:

Teachers who visit special programs or attendance at educational workshops must have prior authorization from the Assistant Superintendent for Instruction.

H. Sabbatical Leave:

Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the Lamphere School District for the purpose of improving instruction in the school district. Military, professional or Federation leaves shall not be interpreted as interrupted service. Sabbatical leave shall be granted for one year as shall be recommended by the Superintendent and approved by the Board.

An application for sabbatical leave of absence may be filed with the Assistant Superintendent for Instruction provided the following conditions are fulfilled:

1. The applicant possesses a Michigan Life or Permanent Certificate.
2. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
3. The applicant has not been granted sabbatical leave of absence from the Board during the seven consecutive years of service immediately preceding current application.
4. The applicant signs an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and

continue in such service for a period of one year, or to refund within one (1) calendar year of his failure to return to or continue in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.

5. Application for sabbatical leave of absence must be filed in the Office of the Assistant Superintendent for Instruction not later than November 1, or April 1, preceding the semester when it is desired that the leave become effective.
6. An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave and shall include details of the work to be pursued.
7. Leave granted for professional study, for research, for work on publications, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Lamphere School District, or will improve the efficiency of an employee, shall be consistent with the intent and purpose of sabbatical leave.
8. In determining his recommendation on sabbatical leave, the Superintendent will consider the following items:
 - (A) The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.
 - (B) The extent to which plans submitted for use of time on leave are definite and educationally constructive.
 - (C) Length of period of uninterrupted service in the Lamphere School District.
 - (D) Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 - (E) Order in which applications are received.
 - (F) The following maximums of teachers who shall be granted leaves shall be in effect during the term of this Agreement:
 - (1) For the 1973-74 school year - no more than one and one-half (1½) percent of members of the bargaining unit.
 - (2) For the 1974-75 school year - no more than four (4) members of the bargaining unit.
 - (3) For the 1975-76 school year - no more than two (2) percent of members in the bargaining unit.
 - (G) Availability of qualified replacement.
9. In considering applications for sabbatical leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the Superintendent, the qualifications of two or more applicants for sabbatical leave are relatively equal, length of uninterrupted service shall be the deciding factor.

10. The teacher on leave shall receive as compensation during the period of absence from regular duties, one half ($\frac{1}{2}$) of his regularly scheduled salary that he would have received during the leave period.
11. The following conditions shall apply to all teachers on sabbatical leave:
 - (A) A teacher on sabbatical leave shall be considered to be in the employment of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
 - (B) He shall be entitled to any insurance benefits that may be provided in this Agreement which are applicable.
 - (C) A teacher granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships or fellowships in approved colleges or universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
12. A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:
 - (A) Be restored to his former teacher position or to a position of like nature.
 - (B) Be allowed increment credit on the salary schedule when the sabbatical leave granted is completed.
 - (C) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of the employees' retirement system in the State of Michigan.
13. An interim report shall be filed in the Office of the Superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave, and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the second month following the applicant's return to service with the Board.

ARTICLE XIV

Professional Study Committee and In-Service Training

A. Establishment of Committee:

1. The Board, at its discretion, may establish Professional Study Committees to investigate matters pertaining to curriculum development, methods of instruction, and/or instructional materials. The Professional Study Committees shall be composed of members selected by the Board by reason of their competence, training or knowledge of the matter under study.
2. All clerical expenses of any such committees shall be paid for by the

Board. Service on these committees shall be; (1) on a voluntary basis, (2) without additional compensation, and (3) in addition to the teacher's regular duties, or teacher may be excused from performance of their regular duties at the discretion of the Board.

B. In-Service Training:

In the event that the Board determines that curriculum changes require in-service training, the Board will provide the opportunity for such training. The Board will assume all expenses necessary for in-service training for which participation is required by all appropriate personnel. Attendance at in-service training programs by members of the bargaining unit shall be without additional compensation. Attendance at in-service training programs by members of the bargaining unit shall be with additional compensation if held on a day not normally defined as a teacher attendance day during the normal school year. In such cases, compensation shall be at the teacher's daily rate. Teachers shall be provided with an opportunity to become involved in planning such in-service days.

ARTICLE XV
Layoff and Recall

A. Federation to be Consulted:

Prior to finalizing any plan in the reduction of professional staff, the Board, through the Superintendent, shall consult with the Federation concerning such contemplated action, along with the reasons for the action and in the identification of teachers whose employment will be affected under such circumstances.

B. Reduction of Staff:

When it becomes evident and necessary to reduce staff, such reduction will begin with probationary teachers. Reduction in teachers shall be based upon the following:

1. Least amount of service in the district.
2. Least amount of service within a department when it becomes necessary to limit the number of courses offered.
3. Reductions as listed in items 1 and 2 above shall provide that teachers shall teach in their major field of certification.
4. All retained teachers, especially at secondary level, shall meet the State guidelines for certification and meet the requirements for continued North Central Accreditation.

C. Recall and Helpful Information:

At the time a teacher is notified that he is to be laid off, the Board shall advise him of his recall and information rights. At the teacher's request, the Board shall supply information which will help such teacher to qualify himself in another teacher position and/or area.

D. Substitute List:

Any teacher not recalled by the Board shall receive top priority on the substitute teacher list.

E. Notification to Other Districts:

The Board shall notify surrounding districts of the layoff and that affected teachers are available for employment.

F. Order of Re-employment:

When openings occur, teachers who have been released shall be re-employed in the inverse order in which they were released as defined in Section B above; provided, however, that each person recalled shall meet the qualifications for the position available as defined in Section B of this Article.

1. The Board shall contact each teacher at the earliest possible date either by phone call, personal contact or by mail to the last known address supplied by the teacher, and the teacher must respond in some verifiable manner within five (5) days. If the teacher fails to respond within the required time, the teacher shall be deemed to have terminated his employment with the district.

G. Seniority:

Seniority shall mean the number of continuous, uninterrupted years of service within the district computed from the first day the teacher reported for work as a regular contract teacher. It is understood that any leave of absence described in this Agreement shall not be considered as an interruption of years of service.

ARTICLE XVI
Academic Freedom

A. Constitutional Rights:

The Board and Federation agree that all teachers shall be allowed in their teaching and personal lives to exercise their rights under the Constitution of the United States of America.

B. Controversial Issues:

Several sides of controversial issues which are normally a part of the curriculum content of an approved course shall be allowed provided the teacher shall follow the Superintendent's Administrative Council and Board policies and stays within the Articles of this Agreement.

ARTICLE XVII
General

A. Absence Reporting:

Teachers shall report their unavailability for teaching duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Teachers shall be informed of the telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Emergency Closings:

When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the administrative officials authorized to make such decisions, attendance of teachers will not be required in the building or buildings so affected. However, teachers may be required to fulfill or complete the workday in another building. Time lost by teachers in connection with any incident mentioned in this Section shall not be charged against the teacher, but the teacher may be required to teach additional days, without additional compensation, to make-up for time so lost; provided, that such make-up days are required to qualify for State Aid.

C. Board Information Available to Federation:

The Board shall provide the Federation with copies of all compiled and published information concerning the financial resources of the district, tentative budgetary requirements and allocations, student enrollment data and teaching personnel statistics and any information necessary for the Federation to process any grievance and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files, which is deemed to be confidential by terms of this Agreement. This information shall be forwarded to the Federation upon the request of the Federation and the Federation shall be responsible for all costs, if any, in complying with this request.

D. Public Records:

The Federation shall be permitted access to those public records pertaining to wages, hours and condition of employment of the bargaining unit; provided, however, that the records of employees who are not a part of the bargaining unit shall be excluded. The cost, if any, of complying with the provisions of this section shall be charged to the Federation.

E. Printing and Distribution of Agreements:

Copies of the ratified Agreement shall be printed in booklet form by the Board and distributed to all members of the bargaining unit as soon as possible after ratification by both parties. The Board shall give the Federation seventy-five (75) additional copies.

F. Board Rules, Regulations, Practices and Individual Contracts:

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

G. Waiver Clause:

The parties acknowledge that during the negotiations which resulted in this

Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

H. Agreement Final:

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

I. Agreement Subject to Law:

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. In cases where a provision shall be voided and made inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

J. Lamphere Enrollment:

It is agreed that members of the teaching staff shall be allowed to enroll their children as tuition students in the Lamphere Public Schools.

K. Retirement:

Teachers who shall attain the age of sixty-five (65) years must retire at the completion of the school year in which the teacher shall have attained his sixty-fifth birthday. No teacher who has attained his sixty-fifth birthday may begin a school year.

L. Payroll Deductions:

Teachers may request in writing that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation.
2. Health Insurance.
3. United Foundations.

4. SOC Teacher's Credit Union.
5. Federation Dues - Assessment and Fees (LFT, MFT, AFT).
6. Various annuities as mutually approved by the Board and the Federation.
7. Others upon mutual agreement.

M. School Calendar:

1. Teachers shall be required to be in attendance one hundred eighty-five (185) days in each school year.
2. School recess periods for the balance of 1973-74 and for each of the succeeding two (2) years of this Agreement shall be as follows:
 - (A) For the remainder of the 1973-74 school year:
 - (1) Easter recess shall begin at the close of the school day on Friday, April 5, 1974, and shall end at the beginning of the school day on Monday, April 15, 1974.
 - (2) Memorial Day recess shall be on Monday, May 27, 1974.
 - (B) For the 1974-75 school year:
 - (1) Thanksgiving Day and the Friday following.
 - (2) Christmas and New Year's recess shall begin at the close of the school day on Friday, December 20, 1974, and shall end with the beginning of the school day on Monday, January 6, 1975.
 - (3) Washington's Birthday recess shall be Monday, February 17, 1975.
 - (4) Easter recess shall begin at the close of the school day on Thursday, March 27, 1975, and end with the beginning of the school day on Monday, April 7, 1975.
 - (5) Memorial Day recess shall be on Monday, May 26, 1975.
 - (C) For the 1975-76 school year:
 - (1) Thanksgiving Day and the Friday following.
 - (2) Christmas and New Year's recess shall begin at the close of the school day on Friday, December 19, 1975, and shall end with the beginning of the school day on Monday, January 5, 1976.
 - (3) Washington's Birthday recess shall be on Monday, February 16, 1976.
 - (4) Easter recess shall begin at the close of the school day on Thursday, April 15, 1976, and shall end with the beginning of the school day on Monday, April 26, 1976.

(5) Memorial Day recess shall be on Monday, May 31, 1976.

N. Notice of Termination:

After April 1, of the year in which the contract expires, either party may request in writing that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

O. Time for Negotiations:

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

P. Strike Prohibition:

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

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike during the life of this Agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this Agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.
3. It is further agreed that any teacher who strikes in violation of this Agreement shall be disciplined by any penalty up to and including discharge.

ARTICLE XVIII
Duration and Signature

- A. The provisions of this Agreement shall be effective as of February 13, 1974, and shall continue in full force and effect until 11:59 p.m.. Labor Day, September 7, 1976.
- B. Retroactivity to September 25, 1973, shall apply only to the following sections of this Master Agreement:
1. Article III, Section A-1-a - Teacher Salary Schedule A-1.
 2. Article III, Section C - Teacher Supplementary Pay Schedule B.
 3. Article III, Section G - Secondary Preparation Substitute Pay.
 4. Article III, Section K - Driver Education Pay.
 5. Article III, Section L - Termination Pay.
 6. Article X, Sections C, D and E - Physical Assault.
 7. Article XII, Section C-3, Maternity Leave.
 8. Article XII, Section F - Military Leave.
 9. Article XIII, Section A-2 - Type of Sick Leave.
 10. Article XIII, Section E - Jury Duty.
 11. Article XIII, Section F - Military Reserve Duty.
- C. IN WITNESS WHEREOF, the parties hereunto set their hands,

FOR THE BOARD OF EDUCATION
Lamphere Schools

Barbara P. Hulje
President

Lain C. Peterson
Witness

2/12/74
Date

Anthony J. Perai
Secretary

Lain C. Peterson
Witness

2/12/74
Date

FOR THE LAMPHERE FEDERATION OF TEACHERS

Allen Drew Coulter
President

Luz Meade
Witness

2/18/74
Date

James W. Sinkala
Secretary

Luz Meade
Witness

2/18/74
Date

SCHEDULE A-1 - Teacher Salary Schedule - 1973-74

	A		B		C		D		E		F		G		H	
	BA	BA+15	BA+30	MA	BA+50 MA+15	MA+30	MA	BA+50 MA+15	MA+30	Ed. Spec. MA+45 2nd MA	Ed. D. Ph. D.	Ed. Spec. MA+45 2nd MA	Ed. D. Ph. D.			
0	\$ 8,500	\$ 8,800	\$ 9,100	\$ 9,350	\$ 9,550	\$ 9,750	\$ 9,350	\$ 9,550	\$ 9,750	\$ 9,950	\$ 10,150	\$ 9,950	\$ 10,150			
1/4	8,750	9,050	9,350	9,650	9,850	10,050	9,650	9,850	10,050	10,250	10,450	10,250	10,450			
1	9,000	9,300	9,600	9,950	10,150	10,350	9,950	10,150	10,350	10,550	10,750	10,550	10,750			
1 1/2	9,250	9,550	9,850	10,250	10,450	10,650	10,250	10,450	10,650	10,850	11,050	10,850	11,050			
2	9,500	9,800	10,100	10,550	10,750	10,950	10,550	10,750	10,950	11,150	11,350	11,150	11,350			
2 1/2	9,750	10,050	10,350	10,850	11,050	11,250	10,850	11,050	11,250	11,450	11,650	11,450	11,650			
3	10,000	10,300	10,600	11,150	11,350	11,550	11,150	11,350	11,550	11,750	11,950	11,750	11,950			
3 1/2	10,250	10,550	10,850	11,450	11,650	11,850	11,450	11,650	11,850	12,050	12,250	12,050	12,250			
4	10,500	10,800	11,100	11,750	11,950	12,150	11,750	11,950	12,150	12,350	12,550	12,350	12,550			
4 1/2	10,750	11,050	11,350	12,050	12,250	12,450	12,050	12,250	12,450	12,650	12,850	12,650	12,850			
5	11,150	11,450	11,750	12,550	12,750	12,950	12,550	12,750	12,950	13,150	13,350	13,150	13,350			
5 1/2	11,400	11,700	12,000	12,850	13,050	13,250	12,850	13,050	13,250	13,450	13,650	13,450	13,650			
6	11,800	12,100	12,400	13,350	13,550	13,750	13,350	13,550	13,750	13,950	14,150	13,950	14,150			
6 1/2	12,050	12,350	12,650	13,650	13,850	14,050	13,650	13,850	14,050	14,250	14,450	14,250	14,450			
7	12,450	12,750	13,050	14,150	14,350	14,550	14,150	14,350	14,550	14,750	14,950	14,750	14,950			
7 1/2	12,700	13,000	13,300	14,450	14,650	14,850	14,450	14,650	14,850	15,050	15,250	15,050	15,250			
8	13,250	13,550	13,850	15,150	15,350	15,550	15,150	15,350	15,550	15,750	15,950	15,750	15,950			
8 1/2	13,500	13,800	14,100	15,450	15,650	15,850	15,450	15,650	15,850	16,050	16,250	16,050	16,250			
9	14,050	14,350	14,650	16,150	16,350	16,550	16,150	16,350	16,550	16,750	16,950	16,750	16,950			
9 1/2	14,300	14,600	14,900	16,450	16,650	16,850	16,450	16,650	16,850	17,050	17,250	17,050	17,250			
10	14,850	15,150	15,450	17,150	17,350	17,550	17,150	17,350	17,550	17,750	17,950	17,750	17,950			

NOTES: 1. The hours of credit in this Salary Schedule A-1 are full semester hours.

SCHEDULE A-2 - Teacher Salary Schedule - 1974-75

	A	B	C	D	E	F
	BA	BA+20	BA+50 MA	MA+15	MA+30	MA+45 Educ.Spec. Ed.D. Ph.D.
0	\$ 8,750	\$ 9,250	\$ 9,650	\$10,050	\$10,350	\$10,650
½	9,000	9,500	9,950	10,350	10,650	10,950
1	9,250	9,750	10,250	10,650	10,950	11,250
1½	9,500	10,000	10,550	10,950	11,250	11,550
2	9,750	10,250	10,850	11,250	11,550	11,850
2½	10,000	10,500	11,150	11,550	11,850	12,150
3	10,250	10,750	11,450	11,850	12,150	12,450
3½	10,500	11,000	11,750	12,150	12,450	12,750
4	10,750	11,250	12,050	12,450	12,750	13,050
4½	11,000	11,500	12,350	12,750	13,050	13,350
5	11,500	12,000	12,950	13,350	13,650	13,950
5½	11,750	12,250	13,250	13,650	13,950	14,250
6	12,250	12,750	13,850	14,250	14,550	14,850
6½	12,500	13,000	14,150	14,550	14,850	15,150
7	13,000	13,500	14,750	15,150	15,450	15,750
7½	13,250	13,750	15,050	15,450	15,750	16,050
8	13,850	14,350	15,750	16,150	16,450	16,750
8½	14,100	14,600	16,050	16,450	16,750	17,050
9	14,700	15,200	16,750	17,150	17,450	17,750
9½	14,950	15,450	17,050	17,450	17,750	18,050
10	15,590	16,090	17,790	18,190	18,490	18,790

- NOTES: 1. The hours of credit in this Salary Schedule A-2 are full semester hours.
 2. The following excerpt from this Agreement (Article III, Section A-1-d) shall apply:

"d. "Grandfather" Clause: (1) It shall be understood that no teacher shall make less actual salary during the 1974-75 school year than was earned by the teacher under the Salary Schedule A-1 (above) for the 1973-74 year, because of the reduction of salary tracks in 1974-75. Supplementary pay of any kind will not be considered as part of 1973-74 salary in complying with this "grandfather" provision. (2) Teachers who have attained a Bachelor's Degree plus fifty (50) semester hours (BA+50) by October 1, 1974, shall be paid on the MA+15 Track (D) for the 1974-75 and 1975-76 school years. (3) Teachers who have attained a second Master's Degree by October 1, 1974, shall be paid on the MA+45, Ed.Spec., Ed.D., Ph.D. Track (F) for the 1974-75 and 1975-76 school years."

3. Changes in track determination and explanation of track designations are listed in Article III, Section A-1-b, page 7 of this Agreement.

SCHEDULE A-3 - Teacher Salary Schedule - 1975-76

	A	B	C	D	E	F
	BA	BA+20	BA+50 MA	MA+15	MA+30	MA+45 Educ.Spec. Ed.D. Ph.D.
0	\$ 8,900	\$ 9,400	\$ 9,800	\$10,200	\$10,500	\$10,800
½	9,250	9,750	10,175	10,575	10,875	11,175
1	9,600	10,100	10,550	10,950	11,250	11,550
1½	9,850	10,350	10,925	11,325	11,625	11,925
2	10,100	10,600	11,250	11,650	11,950	12,250
2½	10,350	10,850	11,625	12,025	12,325	12,625
3	10,600	11,100	11,950	12,350	12,650	12,950
3½	10,850	11,350	12,325	12,725	13,025	13,325
4	11,100	11,600	12,650	13,050	13,350	13,650
4½	11,350	11,850	13,025	13,425	13,725	14,025
5	11,850	12,350	13,550	13,950	14,250	14,550
5½	12,100	12,600	13,925	14,325	14,625	14,925
6	12,600	13,100	14,450	14,850	15,150	15,450
6½	12,850	13,350	14,825	15,225	15,525	15,825
7	13,350	13,850	15,350	15,750	16,050	16,350
7½	13,600	14,100	15,725	16,125	16,425	16,725
8	14,250	14,750	16,350	16,750	17,050	17,350
8½	14,500	15,000	16,725	17,125	17,425	17,725
9	15,150	15,650	17,350	17,750	18,050	18,350
9½	15,400	15,900	17,725	18,125	18,425	18,725
10	16,050	16,550	18,390	18,790	19,090	19,390

NOTES:

1. The hours of credit in this Salary Schedule A-3 are full semester hours.
2. This Salary Schedule A-3 shall be amended according to the cost of living clause, if necessary. The cost of living determination and addition to this schedule shall be made according to Article III, Section B, of this Agreement.

SCHEDULE B
TEACHER'S SUPPLEMENTAL PAY SCALE

A. Rationale:

1. The positions listed in this Schedule B are extra duty and as such are voluntarily contracted with individuals at the rates set forth herein.
2. The rates for each position in this Schedule B are for a full year, season or unit as set forth with each position. A position filled by an individual for less than the normal time specified shall be paid at a pro-rated basis from the full rate listed in this Schedule B.
3. The listing of a particular position in this Schedule B shall not obligate the Board to fill the position, but not in conflict with other provisions of this Agreement.
4. Vacancies in all Schedule B positions shall be posted as per the procedures described in Article VI of this Agreement.
5. Extra duty pay for positions outlined in this Schedule B shall be made to the teacher upon successful completion of the assignment.
6. Each of the positions listed in this Schedule B shall be the rate for one bargaining unit member filling the full job. Should a condition arise where more than one person shall share the responsibilities of the position, then such pay rate listed shall be pro-rated accordingly.

B. Pay Rate for Team Leader, Building Department Head and Vocational Education Coordinator:

1. For the 1973-74 School Year:
 - a. \$422.00 each year for the first two (2) years.
 - b. \$528.00 each year beginning the third year.
 - c. \$686.00 each year beginning the sixth year.
2. For the 1974-75 School Year:
 - a. \$448.00 each year for the first two (2) years.
 - b. \$560.00 each year beginning the third year.
 - c. \$727.00 each year beginning the sixth year.
3. For the 1975-76 School Year:
 - a. \$475.00 each year for the first two (2) years.
 - b. \$594.00 each year beginning the third year.
 - c. \$770.00 each year beginning the sixth year.

C. Pay Rate for Counselors and Vocational Education Coordinators for work performed outside of the school year:

1. Two weeks' extra pay for two (2) extra weeks' duty; one (1) week prior to school in September and one (1) week following school in June.
2. Pay shall be based on the Summer Work Pay rate as described in Article III, Section N.

D. Senior High School Extra Duty Pay Rates:

	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
1. Senior Class Sponsor, Per Year	\$385.00	\$409.00	\$434.00
2. Junior Class Sponsor, Per Year	333.00	353.00	374.00
3. Sophomore Class Sponsor, Per Year	280.00	297.00	315.00
4. Play Director, Per Play	333.00	353.00	374.00
5. Stage Crew Director, Per Play	175.00	185.00	196.00
6. Yearbook Sponsor, Per Year	438.00	465.00	493.00
7. Newspaper Sponsor, Per Issue	43.00	45.00	48.00
8. Forensic Sponsor, Per Year	333.00	353.00	374.00
9. Choral Director (Can include Junior High Choral) Per Year	385.00	409.00	434.00
10. Band Director, Per Year	544.00	576.00	610.00

E. Junior High School Extra Duty Pay Rates:

1. Freshman Class Sponsor, Per Year	\$227.00	\$241.00	\$255.00
2. Newspaper Sponsor, Per Issue	32.00	34.00	36.00
3. Band Director, Per Year	438.00	465.00	493.00
4. Yearbook Sponsor, Per Year	227.00	241.00	255.00
5. Choral Director, if performed by someone other than the Senior High School Choral Director	280.00	297.00	315.00

F. Elementary School Extra Duty Pay Rates:

1. Safety Patrol Sponsor, Per Year	\$132.00	\$140.00	\$148.00
2. Service Squad Sponsor, Per Year	106.00	112.00	119.00
3. Camp Attendance, Per Week	122.00	129.00	137.00
4. Camp Attendance, Per Day	24.00	25.00	27.00
5. Band Director, Per Year	280.00	297.00	315.00

G. Secondary Intramural Pay Rates:

1. Senior High School			
a. Ski Club Sponsor, Per Season	\$175.00	\$186.00	\$197.00
b. Pom-Pom Club Sponsor, Per Year	175.00	186.00	197.00

c.	Floor Hockey Sponsor, Per year	175.00	186.00	197.00
2. Junior High School				
a.	Girls' Swimming Sponsor, Per Year	\$175.00	\$186.00	\$197.00
b.	Boys' Swimming Sponsor, Per Year	175.00	186.00	197.00
c.	Girls' Basketball Sponsor, Per Season	175.00	186.00	197.00
d.	Boys' Basketball Sponsor, Per Season	175.00	186.00	197.00
e.	Pom-Pom Club Sponsor, Per Year	175.00	186.00	197.00
f.	Girls' Gymnastics Sponsor, Per Year	175.00	186.00	197.00
g.	Floor Hockey Sponsor, Per Year	175.00	186.00	197.00
h.	Ski Club Sponsor, Per Season	175.00	186.00	197.00

H. Athletic Department Positions Pay Rates:

1. All coaching positions shall be paid as a percentage of the following schedule, according to years of experience in a given sport as determined by the Superintendent. This schedule is in no way connected with the Teacher Salary Schedule A.

1973-74 Schedule	\$7,755	\$7,905	\$8,105	\$8,355	\$8,605	
1974-75 Schedule	8,220	8,370	8,570	8,820	9,070	
1975-76 Schedule	8,715	8,865	9,065	9,315	9,565	
Years of Experience	0	1	2	3	4	
Increment		\$150	\$200	\$250	\$250	\$250

1973-74 Schedule	\$8,855	\$9,205	\$9,550	\$10,005	\$10,455	
1974-75 Schedule	9,320	9,670	10,020	10,470	10,920	
1975-76 Schedule	9,815	10,165	10,515	10,965	11,415	
Years of Experience	5	6	7	8	9	
Increment		\$350	\$350	\$450	\$450	\$800

1973-74 Schedule	\$11,255	\$12,055	\$13,055	\$14,255
1974-75 Schedule	11,720	12,520	13,520	14,720
1975-76 Schedule	12,215	13,015	14,015	15,215
Years of Experience	10	11	12	13
Increment	\$800	\$1,000	\$1,200	

2. High School Positions:

FOOTBALL

10% Head Coach
8% Varsity Asst.
8% Jr. Varsity
7% Assts. #2 & #3

BASKETBALL

10% Head Varsity
8% Assistant

WRESTLING

10% Head Coach
8% Assistant

SWIMMING - BOYS

10% Head Coach
8% Assistant

SWIMMING - GIRLS

5% Head Coach

BASEBALL

7% Head Varsity
5% Head Jr. Varsity

GYMNASTICS - BOYS

7% Head Coach

CROSS COUNTRY

5% Head Coach

TENNIS

5% Head Coach

GIRLS' BASKETBALL

4% Head Coach

CHEERLEADING

6% Head Coach (if performed by 2 people, 3% each)

GYMNASTICS - GIRLS

4% Head Coach

INTRAMURALS

5% Director - Girls
7% Director - Boys

GIRLS' SOFTBALL

4% Head Coach

SKIING

6% Head Coach

BOWLING

4% Head Coach

GOLF

5% Head Coach

TRACK

7% Head Varsity
5% Head Jr. Varsity

3. Junior High School Positions - 9th Grade:

FOOTBALL

7% Head Coach
5% Asst. Coach

BASKETBALL

7% Head Coach

WRESTLING

7% Head Coach

BASEBALL

5% Head Coach

GIRLS' BASKETBALL

3% Head Coach

CHEERLEADING

3% Head Coach

SWIMMING - BOYS

7% Head Coach

SWIMMING - GIRLS

4% Head Coach

TRACK

5% Head Coach

GIRLS' SOFTBALL

3% Head Coach

4. Junior High School Positions - 7th and 8th Grade:

FOOTBALL - 7th Grade

5% Head Coach

FOOTBALL - 8th Grade

5% Head Coach

BASKETBALL - 7th Grade

5% Head Coach

BASKETBALL - 8th Grade

5% Head Coach

BASEBALL - 7th & 8th Grade

4% Head Coach

TRACK - 7th & 8th Grade

4% Head Coach

CHEERLEADING - 7th Grade

3% Head Coach

CHEERLEADING - 8th Grade

3% Head Coach