

# MASTER AGREEMENT

*between*

**LAKE ORION COMMUNITY SCHOOLS**

*and*

**LAKE ORION EDUCATION ASSOCIATION**

**MEA/NEA**

*Lake Orion Community Schools*

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August 28, 1995 until August 27, 1998

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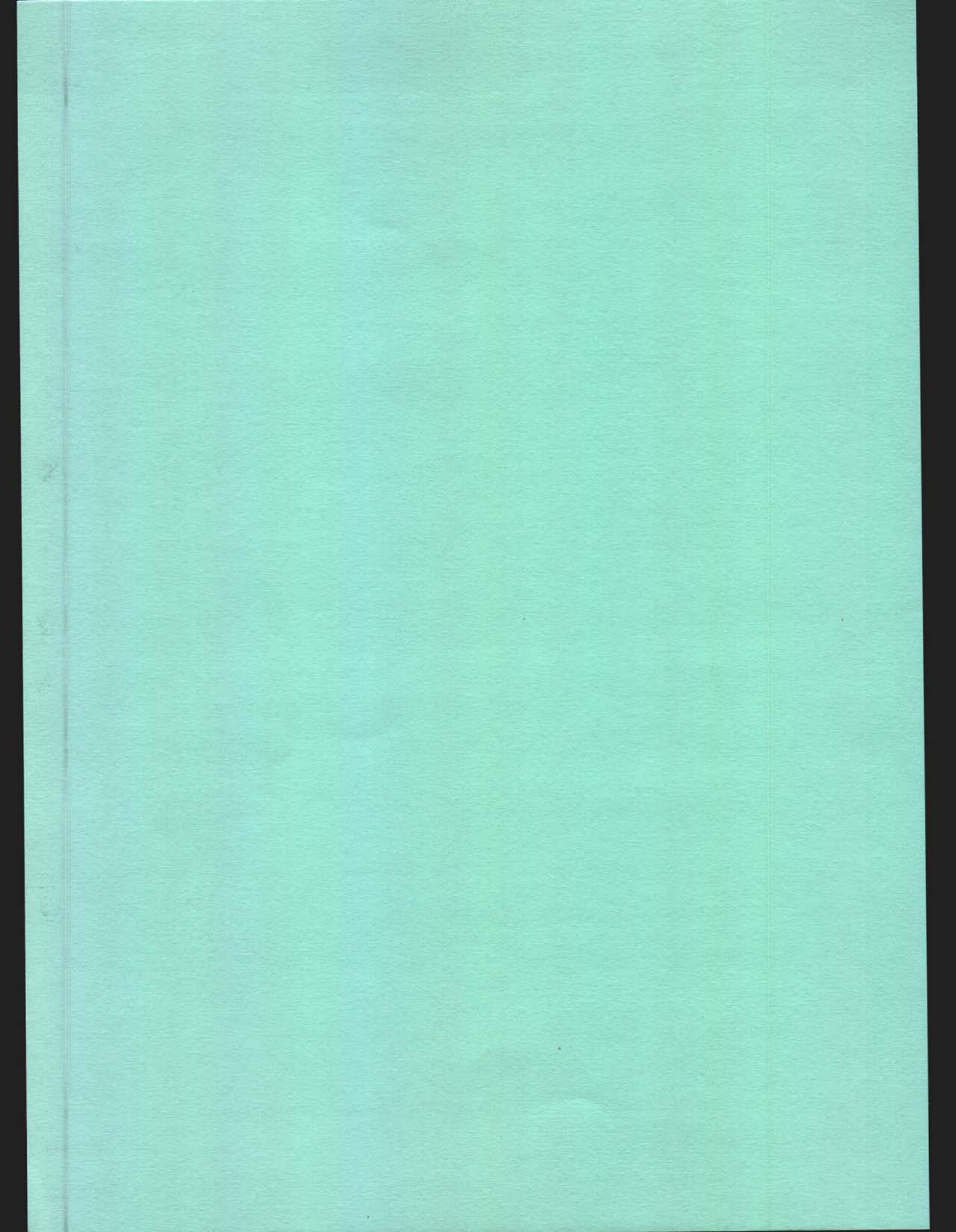


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RECOGNITION CONTRACT AGREEMENT  
1995-1998

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board", and the Lake Orion Education Association, MEA/NEA, hereinafter referred to as the "Association", on the 30th day of June, 1994 enter into the following agreement:

WITNESSETH

I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and

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

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

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

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

ARTICLE I  
Recognition

A. The Board hereby recognizes the Lake Orion Education Association, MEA/NEA as the designated and sole bargaining and negotiating agent for all certified personnel under written contract, on leave or layoff or covered by letter of employment with the Lake Orion School District, excluding supervisory personnel as defined under the Michigan Public Employment Relations Act, and members of the Adult and Community Education program not employed as regular K-12 or regular pre-school teachers.

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

ARTICLE II  
Association and Teacher Rights

A. The Board hereby agrees that teachers under written contract or covered by letter of employment shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

The Board agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

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

C. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education as in effect on December 17, 1969, which govern other community citizens' groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at school district cost.

D. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association Representatives and Association officers to the Board.

E. The Association shall have the privilege to use school business machines, and audio-visual equipment, when such equipment isn't otherwise in use, after arrangements have been made with the building Principal. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use building mail boxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association.



G. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

H. The President of the Lake Orion Education Association, MEA/NEA or designated representative shall be given the opportunity to discuss with, and advise, the Administration with respect to changes or alterations within the areas of educational policies and curriculum as contemplated by the Lake Orion Board of Education.

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

J. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, nor shall it deprive the Board of previously established rights and responsibilities, unless expressly stated herein. In all matters of discipline and evaluation, teachers shall be entitled to the rights of reasonable and just cause and due process.

K. The duties and responsibilities of any teacher will not be significantly altered or increased without the teacher being given an opportunity to discuss this change of duties and responsibilities with the Administration. The teacher may choose to be accompanied by the building Association Representative during any such discussions.

L. There shall be eighteen (18) Association days per year for Association business. These days are to be approved in advance by the Association President and at least twenty-four (24) hours notice shall be given to the Administration. The only cost to the Board shall be that of the substitute teacher and no salary deductions shall be made. If both parties agree to bargain during the school day, bargaining shall not be deducted from the eighteen (18) days above.

M. The Association President shall be permitted to conduct local Association business, as it relates to Lake Orion teachers, during regular school hours as provided below: The Association President may, with building principal approval, be exempt from instructional duties and may leave the building immediately after dismissal of students. Further, the Association President may leave the building during his/her conference time, or when not responsible for students, with the knowledge of the building principal. In the event that building and/or schedule variables allow, release time may be arranged between the Association President and the building principal.

ARTICLE III  
Management Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law (i.e., SBI of 1993, P. A. 112 of 1994, P. A. 5128 of 1994) and the terms and conditions of this Agreement.

ARTICLE IV  
Nondiscrimination Clause

A. The Board and the Association agree that in matters concerning hours, wages and conditions of employment, they will not discriminate on the basis of race, creed, color, religion, national origin, sex, age, marital status, height, or physical handicap.

B. Both parties agree that in matters of administration, as well as in the discharge of individual duties, and in the processing of grievances, neither party shall be arbitrary, capricious, or discriminatory.

ARTICLE V  
Deduction for Professional Dues

A. Upon receipt of individual deduction authorization forms, signed by certified personnel, and master deduction list, the board will deduct from teacher salaries the dues and assessments of the United Profession. Deductions from dues assessments shall be made in ten (10) equal installments, within a schedule to be determined annually by the Association and presented to the Board prior to the second Monday following the first pay. The Board agrees to provide prompt detailed accounting of deductions and remit to the Association all deducted monies with each accounting report.

B. Deductions authorized shall continue in effect unless authorization is revoked by the certified person in writing and copies are delivered to the Association and the Board.

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

D. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment pay an amount determined by the Association equivalent to a representation benefit fee, (such amount shall not be more than dues assessed to Association members), provided, however, that the teacher may authorize payroll deduction for such fee.

In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board shall cause termination of employment of such teacher at the end of the school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

The Board shall not be liable to the Association by reason of requirements of this agreement for the remittance as payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any section of this Article.

The Board will notify the Association designee of individuals hired into bargaining unit positions that are subject to the Agency Shop fees.

#### ARTICLE VI Teaching Hours and Class Load

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

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

C. Each high school, junior high school and middle school teacher will be provided one (1) conference period during the student day. The length of such period shall be the same as the regular class period at the time of said conference period. Elementary teachers will be provided three (3) conference periods per day of not less than fifteen (15) minutes each during the three (3) scheduled student recess periods.

D. The teaching day for all positions from kindergarten through fifth grade shall be in compliance with state law and for the 1995-96 school year shall be scheduled for 990 hours and for the 1997-98 school year shall be scheduled for 1,035 hours. Grades six through twelve shall not exceed three hundred (300) minutes per teacher. The Junior High School teachers and Middle School teachers shall be required to teach a maximum of six (6) classes per day and the Senior High School teachers shall be required to teach a maximum of five (5) classes per day.

E. All teachers shall be entitled to a duty free lunch period of not less than thirty (30) minutes.

F. The Board shall make every effort to schedule classes to end no later than 3:30 p.m.

G. When substitutes are not available for classroom assignments, due to teacher absences, the following steps will be taken by the administration:

1. Volunteers from a sign-up list will be asked to fill classroom voids.

2. When the above step has been exhausted, teachers will be assigned on a rotating basis to fill classrooms.

Teachers shall be reimbursed at the following rates per class period for all such assignments:

	<u>1995-98</u>
Senior High School	\$15.09
Junior High School	15.09
Middle School	15.09

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

Effort will be made by administrators to maintain media center effectiveness by avoiding overload assignment to the media center of classes for which teachers or substitute teachers have not been obtained. In the event that media specialists are assigned to a class in lieu of a substitute, the above rates shall apply. Under these circumstances the media center shall remain open. (Should it become necessary to place more than one class in the media center, it can be done only with the consent of the media specialist, who may then close the media center to general use.)

H. If an elementary teacher's class load is increased by five (5) or more students due to the unavailability of a substitute teacher, the teacher shall be reimbursed at the following rate per clock hour:

<u>1995-98</u>
\$15.09

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

J. The Board will provide supervision to relieve all elementary teachers from cafeteria and recess duties. There will always be an assigned teacher on call.

The Board will provide personnel in the secondary schools during the lunch period to assist teachers with assigned supervisory cafeteria duties.

K. In the event that inclement weather makes it impractical to hold outdoor recess, indoor programs will be scheduled within the individual buildings. These programs will be supervised by teacher aides. There will always be an assigned teacher on call for emergencies.

L. In elementary buildings, when parent conferences are held, kindergarten teachers will be provided with release time for conferences to provide an amount of time for each conference equal to that of the other elementary grades. The building staff and administration shall establish the dates and times of parent conferences consistent with the school calendar.

#### ARTICLE VII

#### Least Restrictive Environment - Medically Fragile

A. The Association and the Board of Education recognize the needs and rights of all handicapped students as described in Federal and State Laws. Both parties are committed to meeting the unique educational needs of all handicapped students through the development of equitable services for all Lake Orion students.

B. The parties recognize the shared desire to provide all handicapped students the opportunity to be educated in their own school building with same age peers consistent with the provisions of State and Federal Laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.

C. It is recognized that students with certain impairments, e.g., (Severely Multiply Impaired - SXI, Severely Mentally Impaired - SMI, Visually Impaired - VI, Hearing Impaired - HI, Physically or Otherwise Health Impaired - POHI, Autistically Impaired - AI, Trainable Mentally Impaired - TMI, etc.) may enter Lake Orion Schools in a variety of ways: transfer from another school system, return from a "center" program or begin their education in Lake Orion as a young child. It is agreed that specific procedures, consistent with State and Federal Laws will be followed to initiate services:

1. The District commits to the development of a formal transition plan in each individual placement. The receiving classroom teacher(s) and appropriate support staff shall be present at the transition meeting to provide input representing their academic and social concerns. The staff present shall also acquaint themselves with the incoming student's needs and special characteristics.

2. When the District convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPC. The receiving teacher will receive training as indicated by the IEPC.

3. A post-IEPC conference shall be held with the receiving teacher(s) and the Special Education representative(s) within thirty school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting but may be convened sooner at the teacher's request.

D. It is mutually agreed that the primary function of the teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult (other than the teacher) to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.

E. The District assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and teachers' pivotal role in the IEPC process.

#### ARTICLE VIII Teaching Conditions

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

A. Each mainstreamed special education student (L.R.C. students may be considered) shall be counted as two (2) students for class size purposes in general education classes for the class period or hour only.

Class loads are agreed to be the following:

	Desired Class Size	Maximum Limits
<u>Elementary</u>		
Kindergarten	23	25
Grades 1 & 2	24	27
Grades 3 - 5	25	28
Grades 6 - 7	28	30
P.E. K-7	Same as above table at each grade level.	
 <u>8 - 12</u>		
Classroom	30	32
Health	30	32
Shop	22	24
P.E.	35	45
Counselors	1/375	1/400
Special Education	As per state guidelines.	

In an elementary split classroom the load will not exceed the lowest class size, in the above table, of the two grades involved.

The above desired and maximum limits do not apply to music programs, or similar activities normally involving larger groups.

In cases where maximum class size must be extended or when concern about the make-up of a given class exists at the request of the teacher(s) involved; a committee of equal representatives will be formed composed of involved teacher(s), Association representatives, building principal, designated representative of the administration and others as deemed necessary. This committee will study the situation and attempt a solution. Such solution may include, but not be limited to, the following:

1. Hiring an additional teacher.
2. Moving students within the building or between buildings.
3. Staff associate time.
4. Additional supplies and/or materials.

If after three (3) weeks from formulation of the committee no solution has been reached, the Superintendent, or his/her designee, and Association president shall meet and formulate a solution within five (5) school days.

The parties agree to fully inservice both staff and administration on the concept outlined in the current contract Article VIII Teaching Conditions dealing with mainstreamed students.

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

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board and the Association shall create a central teacher reference library in the district, and include therein, all texts which are reasonably requested by the teachers.

D. The Board agrees to make available to each school typing, duplicating facilities, a computer and printer and clerical personnel to aid teachers in the preparation of instructional materials.

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

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

G. Adequate parking facilities shall be made available for use by teachers, and every effort shall be made to properly maintain them.

H. In specialized classes, every attempt will be made to limit the number of students assigned to the class to the stations available.

I. At the sixth through ninth grade levels, those teachers assigned to teach basic classes, if offered, will not be given more than two (2) such classes (limited to English, Reading, Science or Math) unless such teacher agrees to exceed this limit.



J. The District will make every effort not to schedule teachers of grades 6-12 to more than three (3) preps.

ARTICLE IX  
Department Chairpersons

BUILDING LEVEL

Building Level Department Chairperson shall be selected at the secondary level on an annual basis by the building principal, subject to approval by the Assistant Superintendent of Instruction, for curricular areas. Such department chairpersons shall be paid according to the table below.

	95-98
.5 FTE = Less than the equivalent of 1 teacher =	<u>150</u>
1.0 FTE = 1 teacher plus up to 2 or 3 sections =	300
1.5 FTE = 1 teacher plus 3, 4 or 5 sections =	450
2.0 FTE - 2 teachers plus up to 2 or 3 sections =	600

FTE teachers shall be determined by the number of classes taught in that department as of fourth Friday of each school year and by the number of class periods scheduled for students. For example, if students have a six period day, one FTE teacher would be 5 sections and 1.5 FTE teachers would be one FTE teacher plus at least 3 sections. If students have a seven period day, one FTE teacher would be six sections and 1.5 FTE teachers would be one FTE teacher plus at least four sections.

Curricular areas shall be the following:

Art	Media
Business Education	Music (Instr. & Vocal)
Counseling	Physical/Health Education
English	Reading (M.S. & Jr. High)
Foreign Language	Science
Home Economics	Social Studies
Industrial Arts	Special Education
Math/Computer	

Building level chairpersons report to building administration.

DISTRICT LEVEL

District level chairpersons shall be selected by the Assistant Superintendent of Instruction, subject to Superintendent approval, for areas related to the instructional program of the district. Such chairpersons shall be paid according to buildings served. Buildings shall be weighted to account for enrollments as follows:

High School (10-12)	1.5
Junior High (8-9)	1.0
Middle School (6-7)	1.0
Elementaries (K-5)	.5 each

For example, a district level chairperson serving all eight (8) K-12 facilities would equate to 6 FTE buildings (teachers) and would therefore receive the same pay as a building level chairperson with a 6 FTE teacher count. Examples of district level areas are the following:

Cable T.V.

Computer

District level chairpersons report to the Assistant Superintendent of Instruction.

#### ASSOCIATION RIGHTS

Staff so selected to serve as chairpersons have the right to decline the appointment. Chairpersons shall not be put into an executive role. They may request release time from the building administrator for purposes of fulfilling responsibilities.

#### MANAGEMENT RIGHTS

Management reserves the right to determine additional departmental areas to be considered and to determine duties and responsibilities of the department chairpersons.

#### RELEASE TIME

Buildings shall receive a "bank" of release-time hours for department chairperson use to fulfill departmental responsibilities. Such release time shall be cooperatively scheduled between the chairperson and his/her immediate supervisor. The immediate supervisor shall recommend use of such hours to the Assistant Superintendent of Instruction for approval. These hours may not be carried over from one year to the next. Hours allotted shall be as follows:

High School	- 70 hours per school year
Junior High	- 55 hours per school year
Middle School	- 55 hours per school year
District Level	- 10 hours per school year

#### PAYMENT

Payment shall be made in two (2) equal pays at the end of each semester.

### ARTICLE X

#### Qualifications and Assignments

A. All teachers shall be given written notice not later than June 30 of their tentative subject and/or assignment for the succeeding school year.

In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly. Upon request, the teacher shall have the opportunity to discuss such change with the administrator prior to its implementation. Such request must be made prior to the first day of school for students.

B. Any assignment, in addition to the normal teaching schedule during the regular school year, including adult and community education courses, driver education and extra duties enumerated in Schedule B-1, shall be with the consent of the teacher.

C. It shall be the responsibility of the individual teacher to provide the Administration with certain current personal data, legal name, address, current phone number, number of dependents, marital status, and/or any additional information mutually agreed upon by the Board and the Association. The Board shall provide a copy of the teacher personnel directory to the Association for use by officers and representatives of the Association.

#### ARTICLE XI Vacancies, Promotions and Transfers

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

B. The Board shall, during the school year, notify the teaching staff of teaching, adult/community education and supervisory vacancies. The vacancies shall be posted in each building for five (5) school days during the school year. During the summer vacation, vacancies shall be posted for five (5) work days in the central office. Teachers interested in positions may request to be placed upon a mailing list for summer postings, which the Board agrees to mail.

Vacancies in Adult/Community Education postings shall be confined to the Lake Orion School District boundaries.

The Board agrees to give preferential consideration to members of its own teaching staff in filling all vacancies, according to seniority, certification, accreditation standards and qualifications. Qualifications shall mean major, minor, or graduate degree as posted.

Transfers shall be limited to those of a voluntary nature or displacement due to staff reduction, as described in Article XX of this agreement.

C. Vacancies shall be filled with voluntary transfers from an on-staff teacher, a laid-off teacher, or a teacher returning from leave of absence, by seniority, qualification, and accreditation requirements.

The parties recognize that frequent transfers of personnel may be disruptive to students.

If a vacancy occurs after the start of the school year, the vacancy is to be posted according to the Master Agreement. After the initial transfer is made, all other transfers resulting from the initial vacancy will be effective at the end of the semester. Posting and filling of these additional vacancies, resulting from the initial transfer, shall be in accordance with the Master Agreement. A teacher so affected will be consulted regarding scheduling and/or class planning as if said teacher were in the position. The Administration may, at their discretion, fill these vacancies sooner if it is determined that it is in the best interest of the students.

In the event a vacancy is still vacant, it shall be filled with other applicants. Teachers laid-off from other Oakland County districts shall be given interview and prior consideration before other applicants new to the district.

Probationary teachers will not be eligible for transfers until the probationary period has been satisfied (maximum of two years) unless it is mutually agreed by the Board and the Association to allow such transfer.

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

With regard to Adult and Community Education, the only part of this contract that shall be applicable to regular K-12 or regular preschool shall be this article, the negotiated hourly rate, and the grievance procedure.

It is specifically agreed that a laid-off Lake Orion teacher teaching Adult or Community Education is only eligible for the established Adult Ed hourly rate of pay.

E. The Board shall prepare and furnish to the Association, on a semi-annual basis, a current district-wide seniority listing for teachers. The Association shall have the right to request and receive information from time to time regarding changes in such listing.

The seniority list shall be posted in each building, with copies furnished to the Association, at least ten (10) working days prior to November 20 and February 10.

It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the Association does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Superintendent, or his/her designee, shall be notified, in writing, of the alleged error within ten (10) working days of the list's final day of posting. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back

pay) for relying on such a list. After ten (10) working days, the seniority list shall be frozen until re-posted. No adjustment or additional accrual of seniority shall be made until the list is re-posted, except that an employee who is ill or disabled will not be penalized by this provision.

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known address. It is the responsibility of the teacher to inform the school of their address or any change of address. The ten (10) day examination and notification period shall not commence for individuals until three (3) days after the mailing of the seniority list. The Association shall receive copies of the final seniority list.

F. Under special conditions such as, but not limited to, experimental programs, double shifting, or year round school, the following process will take precedence:

1. Application(s) will be made to the Assistant Superintendent of Personnel, which will indicate a desire and willingness to embrace the new philosophy and/or curriculum. It will also indicate a willingness to seek any additional training necessary.

2. Selections to this program will be done by a committee process mutually agreed upon. The Board of Education and the Lake Orion Education Association agree to collaborate on this process.

3. In the event that all previous aforementioned criteria are equal, the position will be awarded to the most senior association member who has applied for the position and who meets the qualifications outlined in this Article (certification, accreditation standards and qualifications of a major, minor or graduate degree as posted).

## ARTICLE XII Illness and Disability

A. At the beginning of each school year, each full-time teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, or the serious illness or quarantine in the immediate family. The immediate family will be defined as mother, father, wife, husband, or child. The unused portion of such allowance shall accumulate from year to year up to an unlimited number.

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

1. That a credit of at least twenty-five (25) sick days had been accumulated by the teacher at the beginning of the school year, and

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

3. The additional sick pay shall not exceed three-fourths (3/4) of the amount that has been accumulated at the beginning of the school year, and

4. This additional sick pay shall not extend beyond the current school year.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave will be renewed each year upon written request by the teacher unless serious, permanent disability shall have occurred. A teacher who qualifies for LTD benefits shall have health insurance provided the first two years of eligibility for LTD, effective October 1, 1992.

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

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

E. A teacher who has been absent five (5) consecutive work days may be requested to present a doctor's statement upon return to work. In case of prolonged illness (over ten (10) consecutive work days), periodic reports from a doctor may be requested by the Administration. In addition, a pattern of absences may also require a doctor's statement.

#### ARTICLE XIII Extra Leave Days

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

B. A total of six (6) extra reimbursed leave days per year may be used by the teachers to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combination of the governmental days and the funeral days exceed six (6) days, excess over six (6) days shall be deducted from sick leave to the extent that such sick leave has been accumulated and, thereafter, shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service.

Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, sons-in-law, brothers-in-law, daughters-in-law, and grandchildren. In extenuating circumstances, additional days may be granted without deduction from sick leave or loss of pay by the Superintendent.

C. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business or funerals other than in the immediate family as defined in Section B. Absence must be approved by the building Principal, and notice shall be given twenty-four (24) hours in advance, if possible. Personal business days will not be approved for the day preceding nor the day following a day for which school is not scheduled (traditional two (2) day weekends excluded). Exceptions to the aforementioned limitations shall be allowed for the utilization of personal leave days for legal obligations and/or funerals not covered in Section B of this article.

#### ARTICLE XIV Sabbatical Leave

A. The Board of Education may, at its option, grant sabbatical leave to an outstanding teacher after seven (7) consecutive years or more in this school system. If a sabbatical leave is granted to a mentor teacher, it must be served within the Lake Orion district.

B. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board. Those teachers on sabbatical leave shall be paid one-half (1/2) their annual salary on the regular pay schedule for all teachers and shall be provided full fringe benefit protection at Board expense.

C. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position of the salary schedule as he/she would have had, had he/she taught in the district during such period.

D. If a paid fellowship is involved, the sabbatical leave shall be reimbursed at the rate of not more than one-half (1/2) the annual salary and be paid by the Board. The value of the fellowship and the amount paid by the Board shall not exceed the full amount of annual salary.

E. Such leaves of absence will be available only to fully certified staff members and advancements in salary step shall accrue during absence.

F. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Lake Orion Community Schools for a period of at least one year after expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.

G. To protect the Board against the teacher's failure to return to his/her teaching position provided he/she is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:

1. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each nineteen (19) days of service rendered.

2. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning October 1st of the year the teacher should have returned, and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be seven (7) percent (7%) on the unpaid balance, effective January 1st of the year the sabbatical was actually used.

The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1st of the school year he/she would have assumed his/her normal teaching status.

H. All such requests must be submitted to the Board, in writing, by March 1st preceding the year for which the leave is being requested.

#### ARTICLE XV Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been on had he/she taught in the district during such period.



B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Credit on the salary schedule shall be at the rate of one (1) year of teaching experience for every two (2) years of military service, not to exceed five (5) years of teaching service.

C. Maternity/child care leaves of up to two (2) years shall be granted upon request. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.

Maternity/child care leaves will be granted in accordance with the Equal Employment Opportunity Act of 1972, as amended from time to time, Federal EEOC guidelines, and other applicable State and Federal Statutes, regulations and guidelines.

D. Unpaid leaves of absence for study or travel will be available only to fully certified teachers. Such leaves may also be granted by the Board for periods of one (1) or two (2) semesters. No more than two (2) unpaid leaves of absence for study or travel will be granted per year.

E. A personal leave of absence of up to one (1) year shall be granted upon written request. A one year extension shall be granted upon written request from the teacher. Upon return to teaching the teacher shall be placed on the appropriate salary schedule step without experience credit for such leave. This leave shall not be available for a period of one (1) year for any teacher who has taken any other leave in Article XV.

Requests must be submitted at least sixty (60) calendar days before beginning date of leave.

In the event a suitable replacement can be employed, the leave shall take effect immediately.

#### F. Conditions

1. A teacher returning in the fall from an unpaid leave of absence must notify the personnel office by no later than the preceding April 1.

2. A teacher returning from an unpaid leave of absence may apply for positions for which he/she is certified, if such vacancies do exist.

## G. Family Leave

1. An Employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee is anyone who was employed by the employer on a continuous basis for the previous fifty-two (52) weeks for at least 1,250 hours of service during those fifty-two (52) weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.

2. The family leave may be taken: (a) because of the birth of a child and to care for a newborn child; (b) because of the placement of a child with the employee for adoption or foster care, or (c) to care for a child or a spouse or a parent who has a serious health condition, or (d) because of the employee's own serious health condition. If both parents of the child are employed by the district, they together are entitled to a total of twelve (12) weeks of leave, and leave may be granted to only one parent at a time.

3. Leave taken to care for a newborn or newly-adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The district may require confirmation by a health care provider of the employee's need for family leave.

4. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under eighteen (18) years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider.

5. The family leave shall be without pay for all or part of the leave. The employee may choose or the district may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the school district for all premiums paid during the leave.

6. The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

7. An employee who plans to take family leave must provide the district with the written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one working day of the beginning of the leave.

8. Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits and other terms and conditions of employment.

ARTICLE XVI  
Academic Freedom

A. The parties seek to educate young people in the domestic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

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

ARTICLE XVII  
Teacher Evaluation

The mission of Lake Orion Schools is to prepare our students to meet the challenges of tomorrow by providing the educational environment for all to learn today.

Evaluation of all staff will be achieved through a multi-faceted, on-going process that assures the competence, quality and continued growth of our educators. Evaluations shall be conducted openly by the teacher's evaluating administrator or an administrator otherwise familiar with the teacher's work, who shall be designated by the Board.

The Lake Orion goal-setting program as jointly developed, has three separated components. They are:

1. Non-tenured teachers (*Teacher Evaluation*)
2. Tenured teachers meeting minimum performance expectations (*Professional Growth Process*)
3. Tenured teachers needing assistance (*Teacher Assistance Plan*)

Each Lake Orion teacher shall be provided with a copy of the *Professional Growth and Process* document.

A. Non-tenured teachers shall be observed and evaluated by the administration a minimum of three (3) times (60 days apart) each school year during the first two (2) school years of employment, and at least twice the last two (2) years. An Individual Development Plan will be developed in consultation with the teacher according to identified minimum performance expectations.

B. Tenured teachers who meet expectations in all areas shall participate in the goal-setting process, where goals are established and realized, and new goals are set to facilitate teachers' growth. This process must be formally initiated for each teacher at least once every three (3) years, and is an on-going collaborative effort between teacher and administrator during the course of that year.

C. Tenured teachers may be placed on the Teacher Assistance Plan when there is documented evidence that one (1) or more expectations has/have not been met. A TAP year is defined as twelve (12) calendar months from the date of placement on the TAP program, and may continue a second year.

D. All evaluations shall be based on valid criteria for evaluating professional growth.

E. No later than April 1st of each non-tenure year, the final written evaluation report will be furnished to the Superintendent, or his/her designee, covering such non-tenure teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the non-tenure teacher, the teacher shall have the opportunity to submit additional information to the Superintendent, or his/her designee, within five (5) days. In the event that a non-tenure teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, and provide for a hearing when requested.

F. In the evaluation process, if deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the teacher. Specific ways shall be identified in which performance is to improve. A statement shall be made of how to attain the desired improvement and the assistance to be given by the administrator. If requested, the evaluator shall have demonstrated the desired performance where applicable. Reasonable time shall be allowed to obtain the necessary improvement. The teacher shall be involved in the development and implementation of any plans of improvement of performance.

G. When any material is placed in an individual's personnel file, the individual shall be furnished a copy of said material forthwith and shall have ten (10) working days after receipt of the material to submit a response which shall be attached to the original material in the file. The teacher must sign the material, which indicates that he/she knows that such material will become a part of his/her personnel file, but does not indicate agreement with the content. Such material may be removed only as stipulated in Section I of this article.

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

I. Any materials in the personnel file of the teacher may be challenged by the teacher for substantiation. If such challenge demonstrates that such material cannot be substantiated, it shall be removed from the file. Such challenge shall occur within twenty (20) working days after the teacher was notified or became aware of such material being placed in his/her personnel file. This clause shall not apply to letters of reprimand or administrative observations reflecting on the performance of a teacher issued and/or received prior to the expiration date of the 1977-79 Master Agreement, when the initiating party is unavailable for substantiation.

J. The Board further agrees that all employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, or personnel evaluations shall not be released to third parties (other than employer or employee) absent the written consent of the employee or as required by law. The Board further agrees that in the event a request is made by a third party, the Board shall notify the employee and agrees that at the request of the employee or the Association that it shall deny the request and assert on behalf of the employee all applicable Freedom of Information Act exemptions.

#### ARTICLE XVIII Professional Behavior

A. Teachers are expected to comply with reasonable written or oral rules, regulations and directives, adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being, unless such order is in the interest of providing for the safety and well being of the students. At the beginning of the school year, each teacher will be provided with a list of rules and regulations that govern the building to which said teacher is assigned.

The Board shall provide the Association President with copies of administrative policies and procedures for each building and a copy of the rules and regulations of the Board. Subsequent modifications or changes in these documents shall also be furnished to the Association President. Building policies and procedures, as well as the rules and regulations of the Board, shall be posted in the faculty lounge of each school.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and due process. Any such discipline, reprimand, or reduction in rank, compensation or advantages, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

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

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

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

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

#### ARTICLE XIX Professional Improvement

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

B. Responsibility for assignment of teachers to educational conferences shall be an administrative function and the value of such programs shall not be neglected by the Administration. The Association may make written evaluations of such programs in advance and such evaluations shall be given serious consideration by the Administration. Appointed teachers shall be reimbursed for such expense and no salary deduction shall be made.

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

D. One or more conference requests will be approved for each of the following areas and State Conferences and all other areas the Administration feels are beneficial:

1. Michigan Art Education Association
2. Michigan Audio-Visual Association
3. Michigan Association for Childhood Education
4. Michigan Counselor's Association
5. Michigan Driver Education Association
6. Michigan Council for Exceptional Children
7. Michigan High School Coaches Association
8. Michigan Home Economics Section of the American Vocational Association
9. Michigan Music Educators Association
10. Michigan Association of Health, Physical Education and Recreation
11. Michigan Association of Public School Adult Educators
12. Michigan School Band and Orchestra Association
13. Michigan Association of School Libraries
14. Michigan Science Teachers Association
15. Michigan Association of School Nurses
16. Michigan Speech Association
17. Michigan Council of Teachers of Mathematics
18. Michigan Reading Association
19. Michigan Industrial Education Society
20. Michigan Association of School Psychologists
21. Council for Exceptional Children
22. Michigan Association for Learning Disability Educators
23. Michigan Speech and Hearing Association
24. Michigan Association for Teachers of Emotionally Disturbed Children
25. Michigan Association of School Social Workers

During the life of this Agreement not less than eighty (80) conference requests per year shall be approved, if the applications total that number. Consideration will also be given to one or more requests for attendance at national conferences.



The above conference minimums shall be allocated to the school buildings on a pro-rata basis, based on the number of teachers in each building. Building principals shall allocate conference requests after consultation with the staff within the building.

E. At the request of the Association, and with the Board's approval, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

#### ARTICLE XX

#### Reduction in Personnel and Annexations and Consolidations of Districts

A. In the event of consolidation or annexation of the district, the Board or its successor, shall assure, to the full extent permitted by law, the continued application of the terms of this Agreement.

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

C. Should substantial and unforeseen changes in student population or other conditions make necessary general reduction in the number of teachers employed by the Board, the Board will first retain those teachers who possess current teaching certificates, have the longest period of service in the school district, and who are certified and meet accreditation requirements to teach in those areas or disciplines to be preserved. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

D. Seniority shall be based upon the effective date of employment. Part-time employment shall be provided with full seniority credit. Sabbatical and military leaves shall not be considered as interruption of service. Seniority for unpaid leaves of absence or those teachers who have been laid-off shall be computed from the first date of employment, minus the time of such leaves or lay-off. No seniority shall accrue for persons on lay-off or leaves except Article XII A., B., C., D., Article XIV, and Article XV C (only for time of disability). No other leaves shall accrue seniority.

Beginning with the 1983-84 school year, the seniority list will be based on days worked (185 days per school year). Seniority days accrued before 1983-84 will be based on complete years or complete semesters. Seniority for 1995-96 will be based on 189 days per year; 1996-97 will be based on 192 days per year; and 1997-98 will be based on 194 days per year.

Seniority credit for teachers re-employed by the Board shall be computed from that date, not the original date of hire.

Seniority credit will be lost if the individual retires, resigns, is terminated for just cause not reversed, or refuses recall to a regular full-time teaching position.

In the event two or more teachers have the same effective date of employment, the teacher whose signature on a contract occurred at an earlier date and time shall have more seniority.

A teacher, whose position is to be eliminated, shall displace the teacher with the least seniority in the district in any subject or area of specialization for which that teacher is certified and qualified. Qualified shall mean major, minor, or graduate degree. No teacher shall be displaced by another teacher with less seniority. Also, teachers displaced or recalled must meet accreditation requirements for such position within one year, or by the end of the school year during which this time limit expires, whichever period is longer. If necessary for teachers reassigned since 1979, hours toward continuing/permanent certification and/or prior teaching experience (each year taught equaling one credit hour) shall be used as credit in determining minors in Junior High assignments.

At the elementary level, when a classroom at a grade level in a building is reduced due to a change in student population, a voluntary transfer (to a grade level above or below grade level) shall occur before the position is posted. In the event there is no volunteer for transfer, the least senior teacher in the reduced grade level shall be transferred to the grade level above or below. If more than one grade level is affected by this student movement, placement shall be by seniority of those teachers affected.

Reduction of staff shall be based upon those with least seniority being laid off first. Recall, based upon certification and qualification, as defined above, shall be in reverse order of lay-off.

A person laid off who gains additional certification after the effective date of lay-off will not be allowed to bump another teacher who was not laid off by virtue of seniority. However, if a position is vacant, the additional certification is permissible and may result in recall out of order of lay-off. For the additional certification to be used in recall, the teacher must have been granted the additional certification and deliver to the School District's Personnel Office a copy of the state validated additional certification prior to the date of recall.

When no qualified Lake Orion teacher is available, a Lake Orion teacher not meeting the aforementioned qualifications shall be voluntarily transferred, displaced or recalled into a vacant position, for a twelve (12) month period. The teacher shall become qualified and meet accreditation requirements within twelve (12) months or by the end of the school year during which this time limit expires, whichever period is longer.

Lay-off of teachers for a given school year must be made not less than sixty (60) calendar days prior to the last day of school in the previous regular school year. The Board may lay off teachers during the school year only in the event of the actual loss of anticipated and budgeted revenues. Under these circumstances, teachers shall be given notice thirty (30) school days prior to the effective date of lay-off.

At least five (5) work days, exclusive of weekends and holidays, prior to the Board Meeting at which lay-offs are to be considered, the Superintendent, or his/her designee, shall meet with the representative of the Association for the purpose of discussing and reviewing the proposed lay-offs.

#### ARTICLE XXI Continuity of Operations

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

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

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

D. In the event that schools are closed for students due to inclement weather, hazardous driving conditions, or other emergencies, teachers are not expected to report for duty. No loss of pay or leave days shall be incurred for such failure to report for duty.

E. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to ensure full state aid and/or compliance with state law. In order to make up canceled days, instructional days will be added to the school calendar without additional compensation to teachers or expense to the Board. In recognition that the state allows two grace days, the first two canceled days will not be made up. Any other canceled days will be rescheduled at the end of the school year.

ARTICLE XXII  
School Calendar

A. For the term of this Agreement, the school calendar shall be set forth in Schedule A to reflect at least the requisite number of days and hours to receive full state/local revenues.

B. Annual orientation and professional development programs will be set forth by the Board of Education for new teachers in compliance with state laws and at no additional cost to the Board.

C. A joint committee shall be established, with equal representation of the Board and Association, to plan in-service activities provided for teachers on a building or district-wide basis.

ARTICLE XXIII  
Professional Compensation

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

B. Teachers required in the course of their regular teaching assignment to drive personal automobiles from one school building to another shall receive car allowance of .25 cents per mile. This rate shall also apply for teachers driving their personal automobiles to attend conferences and/or fulfill other professional duties.

C. Effective August 29, 1995, the Board of Education will provide financial reimbursement of fifty-five (\$55.00) dollars for graduate credit per semester hour to all certified teachers who have met the State Department requirements for permanent and/or continuing certification. The total amount will be limited to twenty (20) semester hours. Reimbursement will be granted subject to the following conditions:

1. Application for reimbursement must be submitted by October 31 of the present year.

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

3. Teachers in a program requiring a Masters Degree for a Continuing Certificate shall qualify for reimbursement after they have earned eighteen (18) semester hours.

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

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

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

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

b. All teachers may be allowed credit on the Salary Schedule steps for teaching experience in any school district in the State of Michigan up to a maximum of six (6) years.

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

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

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

E. The daily rate for a teacher shall be computed by dividing that teacher's regular annual salary by:

(1995-96) = 189 Teacher Work Days (plus five holidays)  
(1996-97) = 192 Teacher Work Days (plus five holidays)  
(1997-98) = 194 Teacher Work Days (plus five holidays)

F. The Board shall pay a longevity allowance to each teacher employed by the district as follows: (longevity pay shall be issued in two (2) equal installments, in separate check, on December 1 and March 1 of each school year.)

Completed Years of Service	<u>1995-98</u>
15 - 22	\$ 825.00
23 and up	\$1,155.00

ARTICLE XXIV  
Special Teaching Assignments

A. The Board agrees, to the best of its ability, to maintain an adequate list of substitute teachers. Teachers shall call at least one hour before scheduled reporting time or no later than 7:00 a.m., whichever is earlier, to report unavailability for work. It is understood that earlier calls are desirable to ensure adequate substitute coverage. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Board will make an effort to pay substitute teachers a salary competitive with neighboring districts.

ARTICLE XXV  
Terminal Pay

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

B. After being employed for ten years with the Lake Orion Schools and upon either retirement or death, a teacher or his/her beneficiary shall receive retirement pay at the rate of one-half (1/2) of his/her unused sick days. The maximum number of days will be limited as follows:

1995-98  
50

The per day rate shall be based upon the last full contract amount. To receive retirement pay, said teacher must be eligible for benefits from the Michigan School Employees Retirement Fund.

ARTICLE XXVI  
Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student discipline is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use force as necessary to protect him/herself from attack or to prevent injury to another student as provided by the Michigan School Code of 1976, Section 380.1312 and as allowed by applicable Board policy on Corporal Punishment.

C. A teacher may exclude a pupil from class, on a temporary basis, when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Prior to the return of the student to the class where the disturbance occurred, the teacher shall be afforded the opportunity to confer with the administrator. If the teacher is not available for a conference, temporary disposition of the student may be determined by the administration until such time as the teacher and administrator confer.

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

E. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, as allowed by applicable Board Policy, the Board will provide counsel and render all necessary assistance to the teacher in his/her defense.

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

G. No final action shall be taken upon any complaint toward a teacher nor shall notice thereof be included in said teacher's personnel file unless such matter has been discussed with the teacher concerned, who shall be entitled to representation by the Association.

ARTICLE XXVII  
Insurance Protection

A. The Board shall provide up to full-family health care insurance, as in the 1992-95 Master Agreement. The Board will not pay for coverage of health care insurance if the teacher is protected by another policy, which is employer-paid and is equal or better than the health care insurance provided. Coverage shall be for twelve (12) months, except for those teachers who resign or retire before the last working day of the current school calendar. The level of coverage shall duplicate and maintain the standards of the 1992-95 Agreement. All other insurance benefits (including vision) will also duplicate and maintain the standards of the plan specifications as outlined in Article XXVII Insurance Protection of the 1992-95 Master Agreement.

B. Delta Dental

The Board shall provide for all members of the bargaining unit full family dental coverage at no cost to the teacher. Teachers who are not covered under another dental insurance plan shall be provided with Michigan Education Special Service Association Delta Dental Plan Auto+ with orthodontic rider 0-8, with internal and external coordination of benefits for all teachers in the bargaining unit and their eligible dependents. The maximum annual benefit level shall be equal to one thousand five-hundred dollars (\$1,500).

Teachers who are covered under another dental insurance plan either through Lake Orion Schools or another employer shall be provided with Michigan Education Special Service Association Dental Plan C (50% coverage-Class I and II) with 0-1 (50% coverage Class III). This will include internal and external coordination of benefits. The maximum annual benefit level shall be equal to one thousand dollars (\$1,000).

C. Group Life

During the duration of this agreement, the Board shall provide, without cost to the teacher, group life insurance protection in the amount of \$50,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Teachers under contract with the district shall have the right to participate in this insurance. Coverage shall stop with termination of employment.

D. Health Insurance Option Plan B

Teachers not electing health insurance coverage will receive eighty (\$80.00) dollars per month payable annually to be applied to a tax sheltered annuity or a biannual lump sum cash payment, both subject to applicable deductions. Both parties agree to address the needs of Section 125 of the IRS and will put into effect the requirements to protect both parties from adverse tax implication.



E. Coverage for health, long term disability, and group life insurance protection shall be provided by the Board on a pro-rata basis based upon the amount of time worked which shall include conference/preparation period, lunch period, supervision, or other Board assigned work. The appropriate pro-ration shall be determined by dividing the actual time worked by a full time teacher on a daily basis. If a teacher working less than full-time desires the insurance coverage, it shall be said teacher's responsibility to pay for the difference no less than monthly in a consistent manner as prescribed by the Board.

The only limitation on the above shall be the limitations of the insuring companies as they relate to specific coverages.

Less than full-time teachers shall receive dental coverage pursuant to Article XXVII, Section b.

F. At the option of the teacher, group health care insurance coverages at group rates may extend up to twelve (12) months beyond the date the Board ceases to be liable for the premium payments. The teacher shall make payments to the Board office and/or insurance carrier in such manner as determined by the Board and/or insurance carrier to be eligible for this extended coverage. Failure to receive timely payment may result in the teacher being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board Office personnel or the insurance carrier.

G. A teacher not planning to return to the district in the fall who fulfills his/her contract with the Board to the end of the scheduled school year shall have continuous Board paid coverage through August 31. Said teacher may qualify for Extended Cash Pay Coverages beyond August 31 according to their rights under C.O.B.R.A.

A teacher who is employed after the beginning of the school year and who fulfills his/her contract with the Board to the end of the scheduled school year shall be completely covered over the summer months.

H. Payroll deduction shall be available for all additional options shown below:

1. Additional Life Insurance
2. Survivor Income Benefits
3. Hospital Indemnity
4. Dependent Life Insurance
5. Group Term Life Insurance

Also, payroll deductions shall be available for long-term care.

ARTICLE XXVIII  
Professional Grievance Procedure

DEFINITIONS:

Grievance - A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. (Association grievances may be initiated at Level 3 by mutual agreement.) Such claim must be filed not later than twenty (20) days from the date of the alleged violation, misinterpretation or misapplication of the Agreement.

Day - The term day as used herein shall mean days when school is in session during the school year and days when the Central Office is open for business during summer vacation unless otherwise specified.

Shall any differences, disputes or complaints arise over the interpretation or application of the terms of this Agreement, there shall be an earnest effort on the part of both the Association and the Board to settle the dispute promptly through the following steps:

Level I

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

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

Level II

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

#### Level III

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later) the grievance, within five (5) days, shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting. If, at Level III, more than one grievance is filed on the same alleged violation, the disposition of one grievance, and the solution, will be made applicable to the other assuming they have the same solution.

#### Level IV

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later), the grievance, within five (5) days, shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be no later than seven (7) days thereafter.

#### Level V

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. Request for arbitration must be submitted within fifteen (15) calendar days of the disposition at Level 4. If the parties cannot agree as to an arbitrator within five (5) calendar days from the notification date that the arbitration will be pursued, one shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

Any teacher or the Association may not take to arbitration any grievance dealing with those areas in the tenure act which prescribe a procedure or authorize a remedy (discharge or demotion) until after the time limits have passed for the teacher to request a tenure hearing before the Board. It is expressly understood that if the teacher elects to request a tenure hearing or requests any appeal through the tenure process, arbitration is barred.

Additionally, any probationary teacher or the Association may not take to arbitration any grievance dealing with the discharge of a probationary teacher where such teacher was not previously tenured in the State of Michigan. This clause shall be effective September 1, 1993.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the Board and Association.

1. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. If he/she shall, by decision of the arbitrator, have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Failure to observe the time limits contained in this grievance procedure, unless mutually extended, shall result in the grievance being adjusted on the basis of the disposition at the previous level. In the event a grievance is filed after May 15th of any year, the Board shall process the grievance prior to the end of the school term.

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

4. If the Association decides that no grievance exists and so notifies the claimant, the teacher may continue to process his/her claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance, it shall, immediately, process the claim.

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

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

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

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

ARTICLE XXIX  
Negotiation Procedures

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

B. The parties shall initiate negotiations for the purpose of entering into a successor agreement by June 1 preceding the expiration date of this agreement.

C. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Board and Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Labor Mediation Board.

ARTICLE XXX  
District School Improvement Council

1. All curricular recommendations, including textbooks, accreditation standards, building/district school improvement plans, and staff development plans would be presented, discussed and recommendations made.

2. The district school improvement council will consist of eight (8) instructional building school improvement representatives, four (4) parents, four (4) building administrators, two (2) students and the Assistant Superintendent of Instruction (chairperson).

3. The curriculum/subject and textbook review committee(s) will be representative of eighteen (18) different subject areas.

4. Building school improvement teams would present their goals/plans to the district school improvement council for coordination.

5. Building accreditation teams would coordinate and update council on how well the standards are being met.

6. The professional staff development committee would present their plans to the council for input and sharing.

7. Committee membership shall be reviewed on an annual basis. (Composition of the building school improvement team shall be in compliance with school code.)

Board of Education  
Superintendent  
3-5 Year Strategic Plan  
Assistant Superintendent  
District School Improvement Council

ALL BUILDING SCHOOL IMPROVEMENT TEAMS:

Curriculum/Subject and Textbook Review Committee	Building Accreditation Standards	Professional Staff Development
K-12 Language Arts	Blanche Sims	Buildings
K-12 Social Studies	Carpenter	District
K-12 Science	Pine Tree	Grants
K-12 Mathematics	Stadium Drive	*Math-Science
K-12 Health/Phys Ed	Webber	*Michigan
K-12 Music	Middle School	*Gifted and
Foreign Languages	Junior High	Talented
Bus/Computer Ed	High School	
Life Skills Ed		
K-12 Library/Med Ed		
K-12 Counseling Serv		
K-12 Drug Education		
K-12 Sexuality Education		
Industrial Tech Ed		
Special Education		
Adult/Alternative Ed		
Pre K-2 Early Childhood Ed		

ARTICLE XXXI  
School Improvement

A. The Board, Administration, teachers and the Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to renegotiations pursuant to Article XXIX-A. Any amendments to the agreement will be subject to ratification by the parties.

Selection of building-level school improvement teams shall be determined cooperatively by administration and staff.

The involvement of teachers in school improvement planning shall be voluntary and shall not require nor preclude additional compensation.

ARTICLE XXXII  
Miscellaneous Provisions

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

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

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.

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

E. The provisions of this Agreement are mutually binding as to wages, hours, terms and conditions of employment.

F. A sufficient number of copies of this Agreement shall be printed and distributed at the expense of the Board. It is understood by both parties that this Agreement should be distributed to the Association members as soon as possible.

G. The parties agree that this contract extension was greatly influenced by the legislation of 1993 and 1994, and if that legislation is repealed prior to the expiration of this extension that the parties will reconvene to review the influence of the repealed legislation.

H. The parties agree that on or about February, 1996, that the parties will reconvene to assess the financial standing of the Lake Orion teachers in Oakland County in order to determine if they have maintained their 1994-95 ranking and to adjust salary if they have fallen below their ranking. In addition, a review will take place in reference to the average number of instructional days and hours, and adjustments will be made if Lake Orion is below the average.

I. The parties agree to adopt a collaborative problem-solving process for ongoing contract maintenance. The process, structure and dates shall be formulated and implemented by November, 1995.



<p><b>SCHEDULE A (1)</b>  <b>LAKE ORION COMMUNITY SCHOOLS</b>  <b>1995-96 SCHOOL CALENDAR</b></p>
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August 16-22	New Teacher Orientation
August 23 & 24	Teacher Prep Days
August 25 - 1/2 day a.m.	Teacher Prep Day
August 28	First Day of School
September 1	No School
September 4	No School
September 5	School Resumes
October 31	End of Marking Period (1/2 Day)
November 22-24	Thanksgiving Vacation
November 27	School Resumes
December 20	Winter Recess @ Close of Day
January 2	School Resumes
January 11	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M.
January 12	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M. End of Marking Period (1st semester)
January 15	No School (Martin Luther King Day)
February 12-16	Mid-Winter Break
February 19	School Resumes

March 29	End of Marking Period (1/2 Day)
April 4	Spring Vacation @ Close of Day
April 15	School Resumes
May 27	Memorial Day
June 12	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M.
June 13	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M. End of Marking Period (2nd semester)
June 14	Teacher Records Day
June 17 - ?	Snow Make-up Days To Precede exams and records and as per contractual language

Dates of Parent/Teacher Conferences to be determined at a later date.

**SCHEDULE A (2)**  
**LAKE ORION COMMUNITY SCHOOLS**  
**1996-97 SCHOOL CALENDAR**

August 14-20	New Teacher Orientation
August 21 & 22	Teacher Prep Days
August 23 - 1/2 day a.m.	Teacher Prep Day
August 26	First Day of School
August 30	No School
September 2	No School
September 3	School Resumes
November 1	End of Marking Period (1/2 Day)
November 27-29	Thanksgiving Vacation
December 2	School Resumes
December 20	Winter Recess @ Close of Day
January 2	School Resumes
January 16	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M.
January 17	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M. End of Marking Period (1st semester)
January 20	No School (Martin Luther King Day)
February 17-21	Mid-Winter Break
February 24	School Resumes

March 27	Spring Vacation @ Close of Day
April 7	School Resumes
April 11	End of Marking Period (1/2 /Day)
May 26	Memorial Day
May 27	No School
May 28	School Resumes
June 17	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M.
June 18	Grades 6-12 Exams (1/2 Day) Grades K-12 Records P.M. End of Marking Period (2nd semester)
June 19	Teacher Records Day
June 23 - ?	Snow Make-up Days To Precede exams and records and as per contractual language

Dates of Parent/Teacher Conferences to be determined at a later date.

**SCHEDULE B  
SALARY SCHEDULES**

Salary schedules for the years 1995-98 reflect a 2.9% increase each year.

1995-96 - 2.9% salary increase (183 student days)  
 1996-97 - 2.9% salary increase (186 student days)  
 1997-98 - 2.9% salary increase (189 student days)

1995-96 Salary Schedule

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	25,691	27,138	28,734	30,253	31,710
2	27,547	29,206	30,933	32,450	34,090
3	29,343	31,211	33,214	34,730	36,391
4	31,211	33,346	35,628	37,150	38,873
5	33,142	35,496	37,975	39,493	41,363
6	35,146	37,631	40,464	41,986	43,919
7	37,079	39,841	43,022	44,472	46,544
8	39,150	42,187	45,644	47,096	49,306
9	41,293	44,472	48,270	49,719	52,139
10	43,573	46,958	51,035	52,485	55,041
11	45,807	49,400	53,683	55,258	58,024
12	48,157	51,973	56,468	58,180	61,169

1996-97 Salary Schedule

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	26,436	27,925	29,567	31,130	32,630
2	28,346	30,053	31,830	33,391	35,079
3	30,194	32,116	34,177	35,737	37,446
4	32,116	34,313	36,661	38,227	40,000
5	34,103	36,525	39,076	40,638	42,563
6	36,165	38,722	41,637	43,204	45,193
7	38,154	40,996	44,270	45,762	47,894
8	40,285	43,410	46,968	48,462	50,736
9	42,491	45,762	49,670	51,161	53,651
10	44,837	48,320	52,515	54,007	56,637
11	47,135	50,833	55,240	56,860	59,707
12	49,554	53,480	58,106	59,867	62,943

1997-98 Salary Schedule

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	27,203	28,735	30,424	32,033	33,576
2	29,168	30,925	32,753	34,359	36,096
3	31,070	33,047	35,168	36,773	38,532
4	33,047	35,308	37,724	39,336	41,160
5	35,092	37,584	40,209	41,817	43,797
6	37,214	39,845	42,844	44,457	46,504
7	39,260	42,185	45,554	47,089	49,283
8	41,453	44,669	48,330	49,867	52,207
9	43,723	47,089	51,110	52,645	55,207
10	46,137	49,721	54,038	55,573	58,279
11	48,502	52,307	56,842	58,509	61,439
12	50,991	55,031	59,791	61,603	64,768

To qualify for a B.A.+ Degree 15/18 schedule, the applicant must show evidence of having earned 15 semester hours of college credit after the Bachelor's Degree was earned. Persons who graduate after June 30, 1970, must have earned 18 semester hours of college credit after the Bachelor's Degree has been earned to qualify for the B.A. Degree + 15/18 schedule.

To qualify for the M.A. Degree + 16 schedule, the applicant must show evidence of having earned 15 semester hours of graduate level credit after the Master's Degree was earned.

To qualify for the M.A. Degree + 30 schedule, the applicant must show evidence of having earned 30 semester hours of graduate level college credit after the Master's Degree was earned. All school social workers with Master of Social Work Degrees shall be paid on the M.A. Degree + 30 schedule.

SCHEDULE B-1  
1995-1998  
COMPENSATION FOR EXTRA DUTIES

		Level 1 <u>1-2 Years</u>	Level 2 <u>3-4 Years</u>	Level 3 <u>5 Yrs-Over</u>
FOOTBALL	Head Varsity	14	16	19
	Varsity Assistant	9.5	10.5	12
	Head J.V.	9.5	10.5	12
	J.V. Assistant	9.5	10.5	11
	9th Grade	9	10	11
	9th Grade Assistant	5	6	7
	8th and 7th Grade:			
	Weight Class I (heavyweight)	8	10	11
	Weight Class II (medium weight)	8	10	11
	Weight Class III (light weight)	8	10	11
BASKETBALL BOYS/GIRLS	Head Varsity	14	16	19
	J.V. Coach	9	10.5	12
	9th Grade	9	10.5	11
	8th Grade	8	9.5	10
	7th Grade	8	9.5	10
BASEBALL	Head Varsity	10	12	14
	J.V. Coach	9	10	11
	9th Grade	8	9	10
	7th and 8th Grade	8	9	10
SOFTBALL GIRLS	Head Varsity	10	12	14
	Junior Varsity	9	10	11
	9th Grade	8	9	10
	7th and 8th Grade	8	9	10
WRESTLING	Head Varsity	12	14	16
	Varsity Assistant	9	10	12
	7th and 8th Grade	8.5	9.5	10.5
VOLLEYBALL	Head Varsity (Girls)	12	14	16
	Junior Varsity	9	10	12
	Freshmen	8.5	9.5	10.5
	7th and 8th Grade	8.5	9.5	10.5
CROSS COUNTRY BOYS/GIRLS	Head Varsity	8	10	12
TRACK BOYS/GIRLS	Head Varsity	11	13	15
	Varsity Assistant	9	10	11
	7th, 8th, 9th Grade	8	9	10
SOCCER	Varsity	10	11	13
	Junior Varsity	8	9	10
	Freshmen	7	8	9

SCHEDULE B-1 (CONTINUED)  
 1995-1998  
 COMPENSATION FOR EXTRA DUTIES

GOLF (Boys/Girls)	Varsity	9	10	12
SKI TEAM	Varsity	7	8	10
TENNIS - BOYS	Head Varsity	9	10	12
GIRLS	Head Varsity	9	10	12
CHEERLEADING	Head Varsity	10	11	14
	J.V. Coach	9	10	11
	Jr. High Coach	8	9	10
BAND	High School	8.5	11	15
	Jr. High	6	8	11
	Middle School	6	8	11



B-1 SCHEDULE (CONT'D)  
COMPENSATION FOR EXTRA DUTIES

ADVISORS AND EXTRA DUTIES	1995-98
Chorus, High School	8
Chorus, Junior High, Middle School	5.5
Student Council, High School	5
Student Council, Junior High	4
Student Council, Middle School	4
National Honor Society	4
Earth Club	4
Future Homemakers	4
Future Teachers	4
Future Nurses	4
Art Club	4
Pep Club	4
Ski Club	4
Service Buttons	4
School Paper	4
Senior, Junior Advisors	4
Sophomore Advisor	4
All School Play	8
All School Play Assistants	3
Debate and Forensics	7
Annual, Senior High	4
Thespians	4
Broadcasting Club	4
Future Problem Solving	7
Quiz Bowl Advisor	7
Dragon Spirit & Service Club	4
Drivers Ed. Instructor, Summer Title I & Adult Education	18.48/hr. 19.03/hr. 19.60/hr.
Guidance Counselor	(Shall be paid at their daily rate on a per-day basis -if other than a regularly scheduled work day.)
Speech Correctionist	
Social Worker	
Special Education Teacher	
Audio Visual, Sr., Jr. High and Middle School	(1 additional preparation period per day)
Supervisor, Athletic Events, Sr.High, Jr. High and Middle School	Rate(s) to be determined by the Athletic Director.

1. All percentages are based on the first step of the M.A. salary schedule.

2. Advancement on the coaching salary schedule will be based on the year of experience coaching the sport in the Lake Orion School System. When considering Assistant Coaches for advancement, their experience will be evaluated at a ratio of 2:1 (Assistant: Head Coach Experience).

3. If a coach moves to a higher position, he/she will begin on Level I of the new position. However, if the percentage is lower than his/her previous percentage for coaching the indicated sport, he/she will be placed on the level that has the same or a higher percentage. Moving to a lower position he/she will not lose any years experience in that sport.

4. In the event a coach should cross-over from boys to girls coaching or vice versa, in the areas of: basketball, baseball-softball, track, or tennis, the coach shall be given full credit for his/her prior experience.

SCHEDULE C  
PROFESSIONAL GRIEVANCE REPORT

School District \_\_\_\_\_ Grievance Number \_\_\_\_\_

School \_\_\_\_\_ Date of Violation \_\_\_\_\_

Date of Grievance \_\_\_\_\_

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

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

\_\_\_\_\_

Signature of Grievant  
(Use reverse side for  
additional signatures if more  
than one grievant)

Date \_\_\_\_\_

Principal's Disposition:

Date \_\_\_\_\_

Signature of Principal

Association's Disposition:

Date \_\_\_\_\_

\_\_\_ Satisfactory \_\_\_ Unsatisfactory

Superintendent's Disposition:

Date \_\_\_\_\_

Signature of Superintendent

Association's Disposition:

Date \_\_\_\_\_

\_\_\_ Satisfactory \_\_\_ Unsatisfactory

ARTICLE XXXIII  
Duration of Agreement

This Agreement shall be effective as of August 28, 1995 and shall continue in effect until the 27th day of August, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By William Weiss  
President, Negotiator

By Rona Lea Wood  
Negotiator

By James A. Wood  
Negotiator

By Mary Ann Cockman  
Spokesperson

BOARD OF EDUCATION

By Tony Rothchild  
President

By James M. Leach  
Vice-President

By Harold Yamasaki  
Secretary

By Tom White  
Treasurer

By Deann K. Bentley  
Trustee

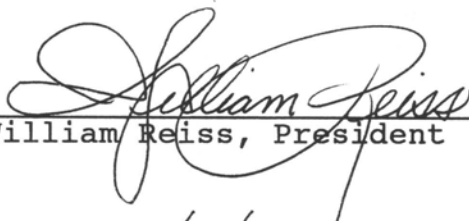
By Mildred A. Williams  
Trustee

By [Signature]  
Trustee

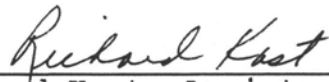
**LETTER OF UNDERSTANDING**  
**TEACHER RECOGNITION COMMITTEE**

Teacher Recognition Committee: The Board of Education and the Lake Orion Education Association mutually agree that participatory management highlights the value of our staff. Through internal and external public relations, recognitions of staff contributions to the betterment of Lake Orion Community Schools will be formed. This Committee will have its first meeting by October 15, 1994.

L.O.E.A.

  
\_\_\_\_\_  
William Reiss, President  
  
9/15/95  
\_\_\_\_\_  
Date

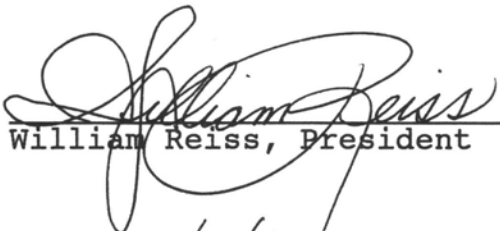
ADMINISTRATION

  
\_\_\_\_\_  
Richard Kast, Assistant  
Superintendent of Personnel  
  
9/15/95  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**CALENDAR**

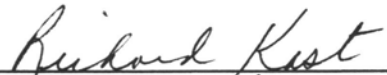
A Calendar Committee for establishing specific days/hours for the school years 1997-1998 will be established and worked on collaboratively by the Board and the Association.

L.O.E.A.

  
\_\_\_\_\_  
William Reiss, President

Date 9/15/95

ADMINISTRATION

  
\_\_\_\_\_  
Richard Kast, Assistant  
Superintendent of Personnel

Date 9/15/95

**LETTER OF UNDERSTANDING  
NUMBER OF CALENDAR DAYS**

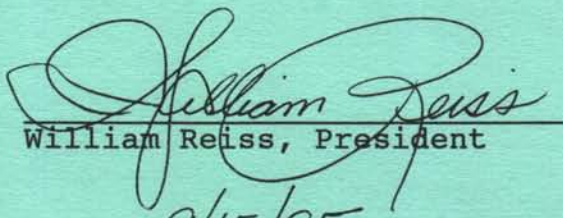
This agreement reflects the requirements of Public Act 112 of 1994, P. A. 5128 of 1994) and is as follows:

1994-95 - 180 - 185 Same  
1995-96 - 183 Students - 189 Teachers  
Plus minutes to at least meet State requirements  
1996-97 - 186 Students - 192 Teachers  
Plus minutes to at least meet State requirements  
1997-98 - 189 Students - 194 Teachers  
Plus minutes to at least meet State requirements

Half days: Six (6);  
Four (4) Records  
Two (2) Curriculum

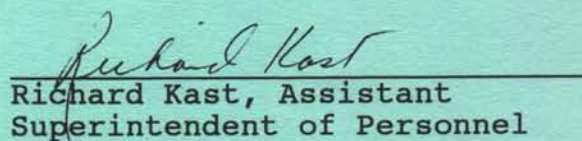
Days/Average: We further recognize that if Lake Orion falls below County average on the calendar, adjustments will be made to the calendar.

L.O.E.A.

  
\_\_\_\_\_  
William Reiss, President

Date 9/15/95

ADMINISTRATION

  
\_\_\_\_\_  
Richard Kast, Assistant  
Superintendent of Personnel

Date 9/15/95

