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South Lyon
Proposed Agreement

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South Lyon Bd of Ed.

PRELIMINARY DRAFT
of
MASTER AGREEMENT

Board of Education

South Lyon Education Association

SOUTH LYON COMMUNITY SCHOOLS

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MASTER AGREEMENT

Board of Education South Lyon Education Association

SOUTH LYON COMMUNITY SCHOOLS

THIS AGREEMENT made and entered into this _____ day of _____, 1966
by and between the Board of Education of the South Lyon Community Schools district,
Oakland County, Michigan, party of the first part, hereinafter referred to as The
Board, and the South Lyon Education Association, hereinafter referred to as the
Association, party of the second part.

WHEREAS, the Board and the Association recognize and declare that providing a
quality education for the children of the South Lyon Community Schools district
is their mutual aim, and

WHEREAS, the parties to this agreement recognize that the Board is a unit of govern-
ment, subject to the laws of the State of Michigan as set forth in the "General
School Laws of Michigan", and that the Board has obligations to the citizens and
taxpayers, as well as to the State of Michigan, to operate efficiently, economically,
and prudently, and to maintain adequate and uninterrupted services to the public
and children therein,

THEREFORE, the Board, by virtue of its authority to issue contracts and grant tenure
status, retains all rights to utilize teachers so as to make best use of professional
qualifications to the end of developing a constantly improving school program, and

WHEREAS, the Association has been duly selected by a majority of teachers in accord-
ance with Public Act 336 of the Public Acts of 1947, as amended, and since these
certified personnel possess particular qualifications through education and experience
that indicate responsibility for contributions to development of policy and programs
for better schools,

THEREFORE, a distinction is recognized between responsibility of professional
personnel and those rights, obligations, and areas of authority to be retained by
the Board, as expressly stated in general school law, the school code, and this
document;

WHEREAS, the laws of the State of Michigan authorize collective bargaining for
public employees and authorize public employers to enter into collective bargaining
agreements with the representatives of their employees, and

WHEREAS, it is the purpose of this agreement to resolve by collective bargaining,
in good faith, differences concerning wages, hours and working conditions, and
appropriate means of resolving them, without interruption of the school program,

THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION

- A. The Board recognizes the South Lyon Education Association as the sole and exclusive bargaining representative, as provided by Act 336, of Public Acts of 1947, as amended, for the purposes of professional negotiations in respect to wages, hours, terms and conditions of employment for all professional certified personnel, but excluding supervisory and administrative personnel.

The Association recognizes the Board as the elected representative of the people of the South Lyon Community Schools district and as the employer of the certified personnel of the South Lyon Community Schools.

- B. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with any teachers' organization other than the South Lyon Education Association for the duration of this agreement.
- D. Within fifteen (15) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers from the last pay of each of the first three months of their employment and remitted monthly to the Association.
- E. Membership in the Association is not required for employment.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Teacher Tenure Law or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II. - TEACHER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board pursuant to the provisions provided by law.
- C. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other civic or political organization in the District, as established by District policy.

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

Bulletin boards in the school offices and teachers' lounges shall be made available to the Association and its members. All materials posted shall relate to the official business of the Association and have the approval of the building principal.

The school mailing system shall be made available to the Association and its members provided that all materials placed in the school mail system relate to the official business of the Association as designated by or under the cover of the signature of the President or Secretary of the local Association.

- D. The Board agrees to make available to the Association in response to reasonable requests, all available information concerning the financial resources of the District, tentative budget requirements and allocations. A reciprocal agreement on the part of the Association grants the superintendent of the District the right to examine membership rolls and financial records of the Association upon request and in the presence of an Association officer.

ARTICLE III - TEACHER RESPONSIBILITIES

- A. It is the responsibility of the Association and individual teachers to honor Board policies and administrative regulations. It is neither the function nor the right of the Association or individual teachers to assume administrative responsibilities.
- B. It is the responsibility of the Association and each individual teacher as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district. This requires:
1. Careful daily preparation of lessons to meet needs of pupils on different levels of ability.
 2. Objective evaluation of the progress of each pupil.
 3. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors and principal.
 4. Discussion of pupil learning problems with parents in a professional manner.
 5. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.
 6. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evolution of a K-12 curriculum:
 - a. Faculty meetings
 - b. Pilot projects and curricular innovations for experimentation with new methods and/or materials.
 - c. Meetings with department heads to discuss immediate problems
 - d. Grade level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area
 - e. Discussion periods with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - f. Previewing audio-visual materials.
 - g. Examination of new texts, and teaching equipment
 - h. Reading professional journals.
- C. Participation in long-term curricular projects intended to develop standing policy and/or permanent sections of a course of study will be remunerated.
- D. Extra-curricular activities contribute to the formal course of study, help maintain pupil morale and assist in establishment of good school-community relations. These duties will be shared by all faculty members.
- E. Each teacher should deem it his responsibility to participate in public oriented activities related to his teaching assignment and building, such as:
1. parent-teacher meetings
 2. open houses
 3. public performances of children in plays, concerts, athletic activities, etc.

ARTICLE III - Teacher Responsibilities (continued)

- F. When a teacher is unable to be in school on any given day, he should contact his building principal as early as possible in order that the principal may arrange for a substitute.

The teacher is required to call his building principal before 2:30 P.M. on the day before he will return to his post. Without such a call, it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make the call before 2:30 p.m. and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary if there is no other assignment available for the substitute.

- G. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the South Lyon Community Schools that each employee shall provide annually by certification of his private physical evidence of:
1. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 2. Freedom from active tuberculosis and other communicable diseases.

ARTICLE IV - PROFESSIONAL COMPENSATION

A. The following shall be the schedule of basic teacher salaries:

Step	B.A.	B.A.+15 sem. hrs.	M.A.	M.A. + 15 sem. hrs.	Ed. Spec. Deg. or M.A. + 30 sem. hrs.
1	\$5400	\$ 5580	\$5800	\$5980	\$ 6160
2	5600	5780	6020	6200	6380
3	5900	6080	6240	6420	6600
4	6100	6280	6460	6640	6820
5.	6300	6480	6680	6860	7040
6.	6600	6780	6900	7080	7260
7.	6800	6980	7120	7300	7480
8.	7000	7180	7340	7520	7700
9.	7200	7380	7560	7740	7920
10.	7400	7580	7780	7960	8140
11.	7600	7780	8000	8180	8360
12.	7800	7980	8220	8400	8580
13.			8440	8620	8800

Note - Maximum salaries for non-degree teachers on our present staff shall be increased by \$400, from \$6533 to \$6933.

ARTICLE IV - PROFESSIONAL COMPENSATION (Continued)

B. Full credit shall be given for the first five (5) years of teaching experience which may include up to two (2) years for active military service.

1. Any period of six consecutive months or greater fraction of a year in active military service shall constitute one full year for service credit.
2. Any period of one semester or 90 consecutive days of full-time teaching shall be equivalent to one year of teaching experience.

C. Increments:

1. will become effective September 1 each year.
2. would be denied only in cases where a teacher beginning teaching in South Lyon was placed on a third year of probation. In such case the increment between step 2 and step 3 on the B.A. salary schedule would be \$200. Upon reaching tenure status, a teacher would be placed on step 4 on the salary schedule.

D. Changes in preparation levels:

1. are automatic as of September 1 or February 1 following completion of required or professional courses providing application is made at the Superintendent's office prior to the above dates.
2. granted February 1 shall add half of the differential between present salary and the next preparation level.
3. shall become effective on receipt of transcripts, to be submitted not later than October 1 or March 1, except by special permission of the superintendent.

E. Additions to the basic teacher salary shall be the following further sums:

1. Band Director	\$500
2. Curriculum Coordinator	500
3. Athletic Director	500 + 3% of teaching salary
4. Head Coaches	300 + 3% of teaching salary per sport ¹
5. Assistant Coaches	150 + 2% of teaching salary per sport ¹
6. Junior High Sports ²	150 + 2% of teaching salary per sport ¹
7. Junior Play Director	100
8. Senior Play Director	100
9. Yearbook Adviser	100
10. G.A.A. Coach	100
11. Newspaper Adviser	100
12. Special Education	400
13. Speech Correctionist	400

¹Beginning with the 6th year of coaching the base allowance for coaching will be increased \$50 for each sport.

²No one teacher shall be involved in more than two junior high sports.

F. Teachers employed beyond the established school year shall receive an additional per diem payment based on their 39 week yearly salary.

G. Substitute teachers shall receive \$20 per diem.

ARTICLE V. - WORKING CONDITIONS

A. Teaching Hours

It being recognized that teaching hours and working hours are not synomic, the Board, in determining teaching hours, shall give consideration to what constitutes a normal school day and week in Michigan schools.

Each teacher shall deem it his responsibility to be in his building on time.

B. Teaching Loads and Assignments

1. Teaching loads.

To insure daily preparation and/or conference time for each teacher, actual classroom teaching shall not exceed 85% of the period of time teachers are expected to be on duty.

Deviation from the normal teaching loads may be made only in the case of emergency.

2. Pupil-Teacher Ratio

It is recognized by the District and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the subject being taught, the type learner in the classroom, and the best interest of the District as deemed administratively feasible.

3. Teaching Assignments

Assignments shall be made at the discretion of the administration and within the areas of teacher competence, teaching certificate or their major or minor fields of study, except temporarily (up to one year) and for good cause.

Every effort will be made to avoid reassigning probationary teachers in the elementary school to different grade levels.

4. Vacancies, Promotions and Transfers

a. Vacancies

(1) When any professional position in the District becomes vacant, the Board shall publicize the same by

(a) giving written notice to the Association

(b) posting, in every school building of the District, a list stating the necessary qualifications for the position.

(2) When filling such position the Board shall

(a) not, except on a temporary basis, fill the position until a period of at least 10 school days has expired when someone on the staff would qualify to seek the position.

(b) support a policy of promotion from within its own teaching staff including promotions to supervisory and/or executive positions.

(c) allow any qualified teacher to apply.

(d) give due weight to the professional background and attainments of each applicant.

ARTICLE V - WORKING CONDITIONS (continued)

b. Transfers

- (1) It being agreed that transfer of teachers from school-to-school and/or assignment-to-assignment can be disruptive of the educative process, it is hereby agreed that transfers, unrequested by the teacher, shall be avoided whenever possible.
- (2) Any teacher transferred to a supervisory or executive position shall on return to teacher status, retain such rights as he had under this Agreement prior to transfer.

C. Teaching Conditions.

1. The Board shall make every effort to provide adequate facilities, equipment, and materials to implement the educational program of the District.
2. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in #1 above.
3. The Board agrees at all times to keep the schools reasonably and properly maintained.
4. The Board agrees to make every effort to provide facilities for:
 - a. storing personal belongings of the teacher, provided that the District shall not be the insurer of the teacher's personal belongings and assume no liability for the same.
 - b. a teacher work area containing equipment and supplies to aid in preparation of instructional materials.
 - c. an appropriately furnished room to be used as a faculty lounge, which room shall be in addition to the aforementioned teacher work area.
 - d. designated teacher rest rooms.
5. Relief from Non-teaching Duties.
 - a. Each teacher may leave the building at the principal's discretion during the noon hour provided that the students in the teacher's care are under proper supervision by a lunch hour or playground supervisor.
 - b. Teachers shall
 - (1) be provided clerical assistance in scoring standardized tests.
 - (2) not be assigned as regular school bus drivers.
6. Miscellaneous Conditions.
 - a. Adequate parking facilities shall be made available to teachers.
 - b. Telephone facilities shall be made available for teachers' reasonable use.

ARTICLE VI - LEAVE POLICY

A. The following shall constitute the policy governing leaves of absence granted to teaching personnel. It shall be the policy of the school district to grant leaves of absence for the following reasons:

HEALTH - MATERNITY - STUDY or TRAVEL and MILITARY SERVICE. All leaves of absence, with the exception of those granted for Military Service, shall be subject to the following provisions:

1. Eligibility for any leave of absence required a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
2. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the superintendent of schools.
3. When a teacher is granted a leave of absence, he shall retain the following employment rights:
 - a. To return at the same salary schedule step he would have attained the next school year
 - b. Unused sick leave held at the start of the leave of absence.
4. A teacher on a leave of absence must give written notice to the superintendent of schools by March 1st of the year the leave expires of his intention to return or resign; and failure to furnish such notice shall constitute a notice of resignation.
5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to fulfill his duties.
6. Re-employment, not dependent on staff openings at time of return, shall be assured qualified teachers. Should the district's situation be such that re-employment is conditional the teacher shall be made aware of the conditions before accepting a leave grant.
7. Leaves of absence for specific reasons shall also be governed by the following provisions:
 - a. Health Leave
Health leaves, when recommended by a physician, may be granted up to a maximum of one year, plus any unfinished year at the time the leave of absence is granted. At the end of such leave, the teacher must either return or resign unless a special extension is recommended by the superintendent. When the teacher's health permits his return, and when he has fulfilled the requirements stated above, the superintendent shall give him an assignment at the beginning of the following year. Necessary reduction of the school staff may relieve the superintendent of this obligation. The returning teacher's seniority status may entitle him to an assignment sooner, should one occur.

ARTICLE VI - LEAVE POLICY (continued)

b. Maternity Leave

A maternity leave may be granted for a period up to two (2) years, plus any unfinished year at the time leave is granted. The teacher requesting such leave shall file her request in writing not more than one month after pregnancy has been determined. When the teacher can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position until the beginning of the twenty-second week prior to the expected birth of the child. Her return to duty shall be subject to all the rules and regulations stated above, and further, shall be dependent upon an opening on the staff for which the teacher is qualified.

c. Study or Travel Leave

Study or travel leave shall be granted for a maximum of one (1) year, subject to the recommendation of the superintendent. The return to duty shall be governed by regulations stated.

d. Military Leave

Any teacher covered by the salary schedule who terminates employment in the school district to perform involuntary active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the teacher serves only one draft term or until the state of emergency is ended, and provided also as follows:

- 1) The position vacated is other than temporary.
- 2) He is honorably discharged from the armed services.
- 3) He applies for re-employment within 90 days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
- 4) He is still qualifies to perform the duties of the position.
- 5) He shall be re-employed if he requests employment.
- 6) In the event of re-employment, increments shall be added as if the teacher had been in school district employ during the time of such active service in the armed forces.
- 7) Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

B. Sick Leave

1. A regular staff member shall be allowed sick leave privileges listed hereafter:

- a. Sick leave of one day per month effective on the last day of each month accumulative to 10, 11, or 12 days per year depending on the "service year" of the teacher, with an adjustment of pay when necessary at the end of the service year.
- b. Credited at the end of the service year with unused portion of his sick leave allowance. One hundred (100) sick leave days may be accumulated.

ARTICLE VI - LEAVE POLICY (continued)

c. Absence from duty for sick leave may be granted for personal illness and up to five (5) days per year may be used after written application has been made to the superintendent for the following reasons:

- 1) Illness in the immediate family (*)
- 2) Death in the immediate family (*)

(*) Immediate family shall be interpreted as parents or fosterparents, spouse, child, sister, brother, grandparent, grandchild, corresponding relatives of the teacher's spouse, or a dependent of the immediate household.

d. Miscellaneous provisions regarding absence:

- 1) The Board of education reserves the right to require a doctor's certificate or other evidence of illness.
- 2) The superintendent shall certify as to the legitimacy of a claim for compensation for absence.
- 3) Any regular teacher of the school system who incurs in line of duty an injury for which he receives compensation under the Workmen's Compensation Act shall be paid for a period of ninety days the difference between his salary and the amount paid under Workmen's Compensation. Days' absence resulting from such injury shall not be deducted from the teacher's accumulated days of sick leave.

C. Personal Leave

1. In case of absence for emergencies such as court subpoena or Selective Service examination, the teacher shall be paid in full with no deduction from sick leave.
2. All full time teachers regularly employed by the board of education shall be granted one (1) day of leave per year to transact personal business which is of urgent nature that cannot be transacted at another time, provided arrangements for such leave are made at least twenty-four (24) hours in advance with the immediate supervisor.

The day immediately preceding or the day immediately following a legal holiday or school recess (e.g. Christmas, Memorial Day), will not be recognized by the board of education as a personal leave day, with the exception, however, of such cases as may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the superintendent of schools to determine whether such time should be granted.

3. Personal business day shall not be deducted from sick leave and shall not be cumulative.
4. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

ARTICLE VII - CONFERENCES AND CONVENTIONS

A. Participation

1. The staff should be encouraged to join and participate in professional organizations and meetings.
2. Organizational membership and/or relativity to teaching assignment or extra-curricular activity assignment shall be the basis for making application for meeting attendance.
3. State conference and convention participation should be limited to those persons who expect to continue their services in the South Lyon Community Schools the following year.
4. Request for conference or convention participation should be routed through the immediate supervisor to the superintendent.

Permission to be governed by:

- a. The availability of substitutes;
 - b. The consideration of building situations which might be created by granting several concurrent or consecutive requests;
 - c. The possible effect on specially scheduled programs or extra-curricular activities;
 - d. The number of conferences previously attended; and
 - e. Other items which might apply.
5. The number of designated delegates to attend any state conference or convention is to be determined by the superintendent.
 6. The number of designated delegates to attend all other in-service meetings and workshops shall be determined by the superintendent upon recommendation of the immediate supervisor.

B. Financial Arrangements

1. Reimbursement

- a. In order to secure the benefits to the school program of participation by appropriate personnel in the conference policy with minimum influence from personal financial circumstances, it is desirable that the expenses of the conference or convention delegate be totally reimbursed. However, when the predicted expense of attendance or the number of personnel recommended to attend indicate a cost which exceeds the funds deemed by the superintendent to be available for attendance at a given conference or convention, reimbursement of individual expenses may be may up to a specified limit or other appropriate partial reimbursement, may be made to the delegate.
- b. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway may mileage), meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.

ARTICLE VII - CONFERENCES AND CONVENTIONS (continued)

C. Conference Reports

1. Upon returning from a conference or convention, a participant will submit to the superintendent an evaluation report on the standard form secured from his immediate supervisor.
2. Reimbursement requests will be made on the standard form secured from the immediate supervisor and submitted to the superintendent.

ARTICLE VIII - TEACHER EVALUATION

- A. The District agrees to give every teacher access to his own files to examine his college record and accumulated evaluation forms in the presence of an administrator. Confidential recommendations, such as the file furnished by the college placement office, will be withheld.
- B. The District, through its administration, will constantly review and revise where necessary, the evaluation form used in the District.
- C. Each teacher shall be observed twice by the building principal during the school year.
 1. All observations shall be made with the full knowledge of the teachers.
 2. Inter-communications systems, tape recorder, or other listening devices shall not be used in the evaluation of a teacher.
- D. Each probationary teacher shall be observed by a tenure teacher in addition to the building principal.
 1. The tenure teacher shall make an evaluation concerning the probationary teacher.
 2. The building principal shall make the final evaluation and recommendations.

ARTICLE IX - PROTECTION OF TEACHERS

- A. The laws of the State of Michigan hold the teacher in the same relationship as a parent during the hours in which a child is in school. This, of course, legally allows physical punishment when deemed necessary. However, the law makes it very clear that those in parental relationship shall not be allowed to abuse or mistreat the physical person of a child over whom he has parental status.

In the South Lyon Community School District physical punishment shall be considered as a last resort. A concern for the dignity of the individual child should be paramount. The teacher is responsible for the educational progress, orderly conduct, and deportment of the child. Under certain circumstances it may be necessary to use physical guidance or forcible restraint. Pupils should never be struck about the head or be injured in any way other than to cause only temporary pain. Another adult should be present while administering such punishment. At no time shall students participate in the application of physical punishment.

In case of dispute the District will support the teacher providing the punishment is determined to have been administered with discretion.

- B. In any situation (such as severe weather, heating plant failure, etc) when in the opinion of the administration it is advisable to discontinue regular classes for pupils, teachers will be informed, as early as possible, of the teacher schedule for that day if it deviates from the regular school day for teachers.
- C. Any case of assault upon a teacher shall be reported promptly to the superintendent through the building principal. The Board shall provide legal counsel to advise the teacher of his rights.
- D. If any suit is brought against a teacher as a result of disciplinary action taken by a teacher against a pupil, the Board will provide legal counsel and assist the teacher in his defense if it appears that the teacher acted with good judgment.
- E. Time lost by any teacher as a result of an incident mentioned in clause D or E above shall not be charged against the teacher.
- F. It is the responsibility of the teacher to exercise reasonable caution with regard to the safety of pupils but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any loss or damage to person or property.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no ethical religious or ethical political activities of any teacher, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE X - PROFESSIONAL NEGOTIATIONS PROCEDURES

- A. Matters not specifically covered in this agreement but of common concern will be subject to negotiation upon mutual consent.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals, in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The school district and the Association agree to follow the course of action specified in the law, should the parties fail to reach an agreement.
- D. The Association agrees that during the term of this agreement it shall not engage or participate in, authorize or sanction any strike whatsoever.
- E. At least 90 days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XI - PROFESSIONAL GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this agreement.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR&R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE XI - PROFESSIONAL GRIEVANCE PROCEDURES (continued)

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative or through the Association Representative.

2. Level Two

- a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR&R Committee. The Association Representative will assist in writing the grievance
- b) Within five (5) days of receipt of the grievance the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR&R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR&R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

ARTICLE XI - PROFESSIONAL GRIEVANCE PROCEDURES (continued)

F Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR&R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XII - MISCELLANEOUS PROVISIONS

- A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- B. The calendar for the school year based on 39 weeks of school will be adopted by the Board of Education.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement.
- D. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII - DURATION OF AGREEMENT

THIS AGREEMENT, dated _____, and the provisions hereto, when signed by the proper officers of the District and the Association shall become operative as of July 1, 1966 and shall continue to and include June 30, 1967; and shall continue in full force and effect from year to year thereafter unless request is made to amend the same by either party hitherto the other, on or before January 15 of each year, requesting that the Agreement be amended. If amendments are desired, such amendments shall be contained in such notice.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written

BOARD OF EDUCATION
SOUTH LYON COMMUNITY SCHOOLS DISTRICT

_____ President

_____ Secretary

SOUTH LYON EDUCATION ASSOCIATION

_____ President

_____ Secretary