

PLEASE LEGALLY  
EVALUATE OUR CONTRACT  
& RETURN TO DR. COX  
417 LYON CT. SO. LYON,  
48178

THANK YOU,  
DR. COX  
NEGOTIATOR  
417 LYON CT.  
So LYON, 48178

$$\begin{array}{r} 47 \\ 1611.74 \end{array}$$

$$\begin{array}{r} 618^1 \\ 14709.59 \\ 1611.74 \\ \hline 13097.85 \end{array}$$

$$\begin{array}{r} 9^1 \\ 20.04 \\ 25.33 \\ \hline 294.71 \end{array}$$

$$\begin{array}{r} 14690.00 \\ 19.59 \\ \hline 14709.59 \end{array}$$

$$\begin{array}{r} 35 \\ 112,309.59 \\ + 0.26 \\ \hline 73857.54 \\ 24619.18 \\ \hline 320.64934 \\ 12 \\ 14709. \\ .03 \\ \hline 441.27 \end{array}$$

South Lyon  
6/30/69

For Review

RECEIVED

MAR 19 1969

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

MASTER AGREEMENT  
between  
BOARD OF EDUCATION  
SOUTH LYON COMMUNITY SCHOOL DISTRICT  
and  
SOUTH LYON EDUCATION ASSOCIATION

Rec'd Check for  
#25 3/19/69/8R

South Lyon Community School District Board of Ed.

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MA/7/17/68

MEA  
1216 Wendate  
E. Lansing, MI  
48823

## PREFACE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1968 by and between the Board of Education of the South Lyon Community School district, Oakland County, Michigan hereinafter called the "Board", and the South Lyon Education Association, hereinafter called the "Association."

## ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, for the purposes of collective bargaining with respect to rates of pay, wages, hours, terms and conditions of employment, of all certificated teaching personnel under contract, and/or on leave, but excluding supervisory and administrative personnel.
- B. The term "teacher" when used hereinafter in this agreement shall refer to all employees in the bargaining unit as above defined, and reference to male teachers shall include female teachers.

## ARTICLE II - TEACHER RIGHTS

- A. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities or any employee organization, or his institutuin of any grievance, complaint, or proceeding under this agreement in the hiring or placement of teaching personnel.
- B. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all laws and statutes pertaining to teacher rights.
- C.
  - 1. The Association and its members shall have the right of using school building facilities for meetings at all reasonable hours in accordance with existing Board policies.
  - 2. Duly authorized representatives of the Association shall be permitted to visit school premises for the purpose of transacting official Association business provided they do not interfere with classroom activities. Any staff member or representative desiring to visit school premises shall first contact the building principal of the nature of such visit.
  - 3. The Board agrees to furnish to the Association in response to requests all available information concerning the financial resources of the district, and such other information which may be necessary for the Association to process any grievance or complaint. It is understood, however, that the Board will not compile information or statistics not already compiled.
  - 4. The Association shall have the right to use school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use. The Association must first secure permission for the use of the equipment from the building principal.

- D. 1. Teachers may at any time sign and deliver an authorization form authorizing the Board to deduct Association dues from their salaries. Such Authorization shall continue in effect unless subsequent to June 1st or prior to September 15th of any year, such authorization is formally revoked by the teacher in writing.
2. The deduction of Association dues shall be made in nine (9) consecutive installments beginning the 2nd pay in September. The Association dues so deducted shall be remitted to the Association along with a list of teacher names from whom the deductions have been made.
3. The Association shall hold the Board harmless on account of any dues deducted and remitted to the Association in accordance with this Agreement.
- E. Teachers shall be entitled to full rights of citizenship. No religious or political activities or the lack of any teacher thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as a teacher's personal life does not have an adverse effect on his professional performance.

## ARTICLE III - TEACHER RESPONSIBILITIES

- A. It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of the Agreement.
- B. The teachers' responsibilities to their students and their profession entails the performance of duties and the expenditure of time beyond the regular classroom duty hours, which may include:
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 hours impossible.
  6. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evolution of 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.

## ARTICLE III - TEACHER RESPONSIBILITIES

(continued)

- 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 assigned by administrators on a rotational basis among the 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 meeting
  - 2. open houses
  - 3. public performances of children in plays, concerts, athletic activities, etc.
- 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.
- 1. When a teacher is absent, it will be assumed that he will return the following day unless he calls the building principal before 2:30 P.M.
  - 2. If the teacher has notified the principal that he will be out a specific number of days it will not be necessary to call again unless there is a change in the date that the teacher will again report for duty.
- G. In Order to provide continuing health protection for students and other school personnel, it shall be the policy of the South Lyon Community School District that:
- 1. Upon initial employment each employee shall provide by certification of a physician evidence of:
    - a. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.
    - b. Freedom from active tuberculosis and other communicable diseases.

2. Every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray.
- H. The Association agrees to assist the Superintendent in obtaining the names of those teachers whose intentions are not to continue employment with the district for the coming school year. The Association will assist with such a list by notifying their membership by March 20th, that if any individual teacher knows that he is leaving the school district for the coming school year, then he must inform the building principal of his intentions by April 1st.

## ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the South Lyon Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The selection of textbooks and teaching materials, and various teaching aids.
  5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be exclusive prerogative of the Board except as otherwise limited by express provision of the Agreement.
- C. The Board will supply to the Association a complete copy of current Board policies and administrative regulations no later than the date when the Master Agreement is signed.

## ARTICLE V - PROFESSIONAL COMPENSATION

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

STEP	BA	BA+15*	MA	MA+15*	MA+30*
1	6400	6600	7000	7200	7400
2	6600	6800	7200	7400	7600
3	6800	7000	7400	7600	7800
4	7100	7300	7700	7900	8100
5	7400	7600	8000	8200	8400
6	7700	7900	8300	8500	8700
7	8100	8300	8700	8900	9100
8	8500	8700	9100	9300	9500
9	8900	9100	9500	9700	9900
10	9300	9500	9900	10100	10300
11		10000	10400	10600	10800

B. Health Insurance of \$10.00 per month per the head of the household becoming effective 1-1-69. The "Head" of the household is to mean any teacher employed by the Board whose spouse is not insured with another health plan.

\* Denotes semester hours and these hours must have been earned after the degree was granted.

C. Full credit shall be given for the first seven (7) years of teaching experience which may include up to two (2) years for active military service.

1. Any period of six (6) consecutive months or greater fraction of a year in active military service shall constitute one (1) full year for service credit.
2. Any period of one (1) semester or ninety (90) consecutive days of full time teaching shall be equivalent to one (1) year of teaching experience. Teachers can only receive credit once for a half year experience.
3. Credit for teaching experience other than public school teaching may be granted up to three (3) years for full time employment experiences that are directly related to the teacher's field of specialization, and providing said teacher is teaching in his related field of specialization.

## ARTICLE V - PROFESSIONAL COMPENSATION (continued)

The following are examples and in no way means to limit the superintendent in his recommendations for credit:

- a. Related work experiences in the case of industrial arts teachers.
  - b. Full time recreation or Y.M.C.A. work in the case of physical education teachers.
  - c. Full time work with mentally retarded children in a State Hospital or State Training School in the case of special education teachers.
  - d. Industrial laboratory work in the case of science teachers.
  - e. Experience in business in the case of business education teachers.
  - f. Experience as librarian in the case of librarians.
  - g. In no case would the credit for experience combined with teaching experience exceed the seven (7) year allowance for outside experience.
- D. Increments will become effective from the starting date of the individual teacher's contract on or after the first day of July.
- E. Changes in preparation levels shall become effective on receipt of an official transcript, submitted not later than October 1 or March 1, except by special permission of the superintendent. Changes submitted by March 1 shall add one half ( $\frac{1}{2}$ ) of the differential between preparation levels on present salary schedule.
- F. Additions to the basic teacher salary shall be the following further sums;

	1st year	2nd year	3rd year
<u>ATHLETIC DIRECTOR</u>	\$900.00	\$950.00	\$1,000.00
<u>HEAD COACHES</u>			
Football	600.00	650.00	700.00
Basketball	600.00	650.00	700.00
Baseball	500.00	550.00	600.00
Track	500.00	550.00	600.00
Wrestling	500.00	550.00	600.00
Golf	300.00	350.00	400.00
<u>ASSISTANT COACHES</u>			
Football	350.00	400.00	450.00
Basketball	400.00	450.00	500.00
Baseball	300.00	350.00	400.00
Track	250.00	300.00	350.00
Wrestling	300.00	350.00	400.00

	1st year	2nd year	3rd year
<u>F. FOOTBALL</u>			
JV Coach	\$300.00	\$350.00	\$ 400.00
JV Ass't. Coach	300.00	350.00	400.00
Jr. High Coach	250.00	300.00	350.00
<u>BASEBALL</u>			
Jr. High Coach	250.00	300.00	350.00
<u>BASKETBALL</u>			
Freshman Coach	300.00	350.00	400.00
Jr. High Coach	300.00	350.00	400.00

1. No one teacher may be involved in more than two sports.
2. The athletic director may coach one (1) sport per year.

G. Supplementary Pay

1. Curriculum Coordinator	600.00
2. Band Director (H.S.)	800.00
3. Band Director (Jr. H.S.)	400.00
4. Play Director (Sr.Play)	250.00
5. Play Director (Jr.Play)	250.00
6. Newspaper Advisor	150.00
7. Yearbook Advisor	200.00
8. Audio-Visual Director	400.00
9. Industrial Arts	300.00
10. Speech Correctionist	400.00
11. Special Education	400.00
12. Driver Education	
a. \$5.00 per hour for classroom & behind the wheel instruction.	
13. G.A.A. Advisor	300.00

- H. Teachers employed beyond the established school year shall receive an additional per diem payment based on forty (40) week yearly salary.
- I. Teachers shall be paid in 26 equal installments with the first payment September 6<sup>th</sup> with the option of getting a lump summer payment of the remaining salary on June 27, 1969.
- J. Substitute teachers shall receive \$29 per diem.

ARTICLE VI - WORKING CONDITIONS

A. Teaching Hours

1. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning.

## ARTICLE VI - WORKING CONDITIONS (continued)

## A. Teaching Hours

1. (con'd) Teachers shall be permitted to leave thirty (30) minutes after close of the pupils' regular school day. During this period teachers shall attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers may leave as soon as their pupil's bus has been called.
2. Secondary school teachers shall be scheduled for a daily preparation and/or conference period. However, it is expressly understood that the scheduled conference period is subject to the total school program; and, as a result, such things as miscellaneous programs, special events, field trips, testing programs, emergency class needs, and assemblies may, from time to time, be substituted for conference time. In addition, it is expressly understood that teachers may leave their building during conference time only with permission of building principal.
3. Each secondary teacher shall be provided with a twenty-five (25) minute duty-free lunch period each day.
4. All elementary teachers shall be provided a thirty(30) minute duty-free lunch period per day except in an emergency such as inclement weather.
5. Elementary teachers shall have all the time during which their classes are receiving instruction from special instructor's in music, and physical education for preparation and/or conference. All time when elementary teachers are not assigned recess duty will be considered preparation and conference time.
6. A teacher agreeing to teach during his conference period on a permanent basis will be paid an additional one sixth of his remaining contractual salary. The term "permanent basis" will mean extended period over 5 working days.

## B. Teaching Loads and Assignments

1. The teaching load in the senior and junior high schools shall generally not exceed (30) teaching periods per week. Assignments to a supervised study period shall be considered a teaching period for the purposes of this article. The weekly teaching load in the elementary schools shall not exceed thirty (30) hours of classroom teaching.
2. The Board and the Administration will make every effort to keep class sizes at 30 students or less. In the event that problems occur in regard to class size, a committee composed of two administrators selected by the Superintendent and two teachers selected by the Association will meet to study the problems and attempt to resolve them.

3. Teaching 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. Temporary assignment outside of the teacher's area of certification may be made (up to one year) in case of emergency.
4. Teachers will be expected to assume supervision of the recess activities on a rotational basis. Activities are to be planned by buildings to provide children with meaningful playground activities..
5. Occasions when classes are cancelled for professional meetings, non-classroom professional personnel will report to their assigned building principal for instructions during these release times.

#### C. Vacancies, Promotions and Transfers

1. In filling vacancies in promotional positions the Board will seek out the best qualified candidate from both inside and outside the school system. All qualified teachers will be given an opportunity to make application for such positions. If in the determination of the Board and/or the superintendent the qualifications of those candidates from within the school and candidates from outside the school system are substantially equal, preference will be given to the qualified teacher within the school system.

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. A teacher may apply for any position at any time. Such application should be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer.
  3. In filling a vacancy, the board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, other relevant factors. The decision of the Board, as to the filling of such vacancies shall, however, be final.
  4. Any teacher transferred to a supervisory administrative position shall on return to teacher status, retain and accumulate such rights as he had under this agreement prior to transfer.

#### D. 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 to continue to endeavor to keep the school reasonably and properly maintained in the opinion of the Board.
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.
  - e. relief from non-teaching duties:
    1. teachers shall
      - a. be provided clerical assistance in scoring standardized tests
      - b. not be assigned involuntarily as school bus drivers.
  - f. miscellaneous conditions
    1. parking facilities shall be made available to teachers
    2. the present telephone facilities shall be made available for teacher's school business use and/or personal local calls.

## ARTICLE VII - LEAVE POLICY

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

HEALTH - MATERNITY - STUDY - 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 requires a minimum of three years continuous employment by the school district immediately prior to such leave of absence. This requirement may be waived in case of health leave upon recommendation of the superintendent.

## ARTICLE VII - LEAVE POLICY (continued)

2. An extension of a leave of absence, or a second leave of absence, shall be granted only 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. When returning from health and maternity leave, he shall be placed in the same position in regard to subject area. No experience credit for salary purposes will be granted.
  - b. When returning from travel, study or military, he shall be placed on the same salary schedule step and same position in regard to subject area and status as if he had taught in the district during that period.
  - c. Upon return from a leave of absence, he shall retain all 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 15 of the year the leaves 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 or maternity leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to fulfill his duties.
6. Upon return from leave, the teacher shall be assigned to the same position, if available. If not available he shall be assigned to an available position for which he is qualified.
7. Leaves of absence for specific reasons shall also be governed by the following provisions:
  - a. Health leaves, when recommended by a physician shall 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 school year. Necessary reduction of the total school staff shall relieve the superintendent of this obligation.
  - b. Maternity Leave
    1. A maternity leave shall be granted for a period up to one year, plus any unfinished year at the time leave is granted. The teacher requesting such leave shall file her request in writing to the building principal before the end of the third month of pregnancy.

## ARTICLE VII - LEAVE POLICY (continued)

1. (con't) 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 seventh (7) month of pregnancy and/or until the end of the semester in which the three month pregnancy notice was given. Her return to duty shall be subject to all the rules and regulations stated above.
2. At the end of her leave of absence the superintendent shall give her an assignment at the beginning of the following school year or years. Necessary reduction in the total school staff shall relieve the superintendent of this obligation.

## B. Sick Leave

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

1. At the beginning of each school year, each teacher will be granted with twelve (12) days of sick leave allowance to be used for absences caused by sickness, physical disability or personal business. Teachers under contract for eleven months will be credited with one(1) additional day and those under contract for twelve months will be credited with two (2) additional days.
2. Unused sick leave shall be cumulative to 100 days, If the teacher should terminate his services before the end of the first contract term, a deduction will be made at the time the service terminates for all sick leave used in excess of one day per month.
3. Absence from duty for sick leave may be granted for personal illness and up to five days of sick leave time each year may be used after written application has been made to the superintendent for the following reasons:
  - a. Illness in the immediate family (\*)
  - b. Death in the immediate family (\*)

(\*) Immediate family shall be interpreted as parents or foster parents, spouse, child, sister, brother, grandparents, grandchild, corresponding relatives of the teacher's spouse, or a dependent of the immediate household.
4. All full time teachers regularly employed by the Board of Education shall be allowed to use two (2) days 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 hours in advance with the immediate supervisor. It is understood that these days are deducted from sick leave.

The day immediately preceding or the day immediately following a legal holiday or school recess (e.g., Christmas, Memorial Day, ) cannot be recognized as a personal leave day.

5. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall be paid for the duration of this absence and the days will not be deducted from accumulated sick leave days.
6. Miscellaneous provisions regarding absence:
  - a. The Board reserves the right to require a doctors certificate or other evidence of illness.
  - b. Upon recommendation of the superintendent, the Board may require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
  - c. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may require an examination at the Board's expense.
  - d. The superintendent shall confirm and acknowledge the legitimacy of a claim for compensation for absence.
  - e. Any regular teacher of the school system who in line of duty or in carrying out his responsibilities as a teacher to the district, incurs an injury for which he receives compensation under the Workman's Compensation Act shall be paid for a period of ninety (90) days the difference between his salary and the amount paid under Workman's Compensation. Days absent resulting from such injury shall not be deducted from the teacher's accumulated days of sick leave.
  - f. In case of absence for emergencies such as court subpoena or Selective Service examination, the teacher shall be paid in full with an appropriate deduction from sick leave.
  - g. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

#### C. Sabbatical Leave

With the approval of the superintendent of schools, sabbatical leave will be granted for study to a teacher by the Board subject to the following conditions:

1. No more than one percent (1%) of the teachers will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the superintendent of schools in writing in such form as may be required by the superintendent of schools not later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system.

## ARTICLE VII - LEAVE POLICY (continued)

3. The teacher has completed at least seven (7) consecutive full school years of service in the South Lyon Community School system.
4. Teachers on sabbatical leave will be paid at one half ( $\frac{1}{2}$ ) their annual salary rate for full year's leave or one quarter ( $\frac{1}{4}$ ) of their annual rate for a semester's leave.
5. Before a teacher is granted a sabbatical he shall agree to remain in the system for a period of not less than two years following his return from sabbatical or reimburse the district the full amount of the stipend received during the sabbatical.

## D. Payment upon Death or Retirement

Upon death or retirement from the system, the teacher or his survivors shall receive the cash value of one quarter ( $\frac{1}{4}$ ) of the accumulated sick leave.

1. To be eligible for the payment of one quarter of the accumulated sick leave on retirement, the teacher must have made application for monthly retirement or disability allowance from the Michigan Public School Retirement Fund.
2. The amount of payment for the accumulated sick leave will be based upon the teacher's per diem salary at the time of death or retirement.

## ARTICLE VIII - CONFERENCES AND CONVENTIONS

- A. The Superintendent will make the assignment involving conference or convention participation.
- B.
  1. All conference or convention expenses shall be reimbursed in accordance with the budgetary requirements.
  2. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway map mileage) meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.

## ARTICLE IX - TEACHER EVALUATION

- A. The evaluation of the work of all teachers is a responsibility of the Administration.
- B. The Board 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.

- C. The Board in cooperation with the Association, will constantly review and revise where necessary, the evaluation form used in the District.
- D. The teaching performance of non-tenure teachers will be observed by the building principal and a written evaluation prepared at least twice each year.
  - 1. The principal will hold a conference with the non-tenure teacher after each evaluation.
  - 2. All observations shall be made in person with full knowledge of the teacher being observed.
- E. Each probationary teacher shall be observed by a tenure teacher in addition to the building principal.
  - 1. The purpose of the tenure teachers' evaluation is to provide constructive assistance to the probationary teacher.
  - 2. The building principal shall make the final evaluation and recommendations.
  - 3. No later than March 15th of each probationary year the final evaluation of the report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to present additional information to the Superintendent.

## ARTICLE X - PROTECTION OF TEACHERS

- A. The Board will accept the responsibility to give appropriate support and assistance to teachers with respect to the maintenance of discipline in the classroom and school.
- B. If a teacher is threatened with or subjected to legal suit by reason of customary and appropriate disciplinary action against a student, the Board will provide the assistance necessary to the teacher in his defense.
- C. A student assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. The assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the building principal and the superintendent, or his designated representative. These two persons shall determine a suitable punishment for the assaulting student (s). This decision will be communicated to the teacher concerned by the principal.

## ARTICLE X - PROTECTION OF TEACHERS (continued)

- D. Any case of assault on a teacher which had its inception in a school centered problem will be reported promptly to the superintendent through the building principal. If the assault is by an adult person who is not a student, the superintendent will promptly report the incident to the proper law enforcement authorities. In either case the Board shall provide legal counsel to advise the teacher of his rights.
- E. Time lost by any teacher as a result of an incident mentioned in clause B or D. above shall not be charged against the teacher.
- F. 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.
- G. The Board will provide protection to teachers under its present liability policy which will cover legal costs and judgments in case a teacher is sued for occurrences in connection with his duties, Subject to the exclusions appearing in said policy. The liability policy will cover occurrences where teachers transport school pupils in connection with a recognized school function. The insurance will provide a \$1,000,000. coverage for a single occurrence.

## ARTICLE XI - PROFESSIONAL NEGOTIATIONS PROCEDURES

- A. Matters not specifically covered in this agreement will not be subject to negotiation, during the term of this Agreement.
- 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 ratifications.
- C. 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.
- D. 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.
- E. The Association agrees that during the term of this agreement it shall not engage or participate in, authorize or sanction any strike.

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. Any teacher or his representative having such a grievance will first discuss it within five (5) days of its occurrence with his principal or supervisor during non-teaching hours with the object of resolving it informally. The building principal or supervisor shall make record of the alleged grievance and give copies to the superintendent and the teacher.
- C. In the event the matter is not satisfactorily resolved, or if no decision has been rendered within five (5) days after presentation of the grievance, the following procedure shall be followed:
1. Step One. The grievance shall be reduced to writing within two (2) school days, signed by the teacher or teachers involved, and submitted to the school principal.
    - a. The grievance shall specify the facts giving rise to the grievance and the relief requested.
    - b. The principal shall submit an answer within four (4) days in writing. One copy of his decision shall go to the grievant and one copy to the building representative.
  2. Step Two. Within two (2) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Superintendent of Schools or his designated representative. The appeal shall be in writing, shall specify the article and section of the Agreement allegedly violated, and shall contain the reasons for the appeal.
    - a. within six (6) school days after receipt of the appeal the Superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association representative a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the Association representative, and the school principal.
  3. Step Three. Within two (2) school days after receiving the decision of the Superintendent, the aggrieved teacher or the Association may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Superintendent's decision at Step Two.
    - a. The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within ten (10) school days after receipt of the appeal. The Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an association representative a reasonable opportunity to be heard. Such hearings shall be in executive session unless the grievant requests a public hearing. The Board shall render its decision in writing within seven (7) school days after holding a hearing on the appeal.

- a. (con't) A copy of the Board's decision shall be delivered to the teacher involved, the Association representative, and to the School Superintendent.

4. Step Four.

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article or Section of this Agreement, the Association or the Board may, within five (5) days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article or Section of this Agreement may be processed through Step Three, but will not be arbitrable.
  - b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Parties shall attempt, within ten (10) school days after the receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
  - c. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing or if oral hearings have been waived, then from the date final statements and proof are submitted to him, and shall be final and binding upon the Association, its members, all employees covered by this Agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall he make any decisions which require the commission of an act prohibited by law.
  - d. The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- D. Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. The time limits in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- E. Teachers shall not leave their classrooms to discuss or process grievances. Grievances shall be processed and discussed outside classroom duty hours.
- F. There shall be not more than six (6) Association Representatives to handle grievances.
- G. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- H. The following matters shall not be the basis of any grievances filed under the procedure outlined in this article:
  1. The termination of services of or failure to re-employ <sup>or</sup> probationary teacher.
  2. The placing of a non-tenure teacher on a third year of probation.
  3. Any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan, as amended.)

## ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. School Calendar-
  1. The teacher's contract year will be forty (40) weeks or two hundred (200) days.
  2. Teachers will be in the classrooms with children for instructional purposes a minimum of one hundred and eighty (180) days.
- B. This Agreement shall supercede 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.
- C. Copies of the Agreement shall be printed by the Board and presented to all teachers now employed or hereafter employed by the Board. Costs of printing shall be shared by both parties.
- D. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

A. CURRICULUM COMMITTEES

Curriculum development is the responsibility of teachers and administrators working together. Therefore, all system-wide curriculum committees will have combined membership of teachers and administrators. Committee appointments, coordination of curriculum committee activities, and the implementation of curriculum committee recommendations will be the responsibility of the administration.

B. CURRICULUM COORDINATION COMMITTEE

A Curriculum Coordinating Committee consisting of teachers and administrators shall be established. This shall be a continuing Committee which shall meet on a regular basis to consider curriculum problems and to recommend methods of improving the South Lyon Educational Program.

ARTICLE XV - DURATION

This Agreement shall become effective July 1, 1968, and shall continue in full force and effect until June 30, 1969. Either party may terminate this Agreement as of that date by giving written notice to the other party on or before March 20, 1969. If neither party shall give notice to terminate or change or modify this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination or modification is given on or before March 20th of any subsequent contract anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION  
SOUTH LYON COMMUNITY SCHOOLS

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

SOUTH LYON EDUCATION ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary