

June 30, 1971

South Lyon Community School District



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

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREFACE	
I	RECOGNITION	
II	TEACHERS RIGHTS	1
III	TEACHER RESPONSIBILITIES	3
IV	BOARD RIGHTS AND RESPONSIBILITIES	6
V	PROFESSIONAL COMPENSATION	7
VI	WORKING CONDITIONS	11
VII	LEAVE POLICY	15
VIII	CONFERENCE AND CONVENTIONS	20
IX	TEACHER EVALUATION	21
X	PROTECTION OF TEACHERS	22
XI	PROFESSIONAL NEGOTIATIONS PROCEDURES	23
XII	GRIEVANCE PROCEDURE	24
XIII	DRIVER EDUCATION	27
XIV	SUMMER SCHOOL	28
XV	STRIKES AND SANCTIONS	29
XVI	MISCELLANEOUS PROVISIONS	30
XVII	COMMITTEES	31
XVIII	DURATION	32

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PREFACE

This Agreement entered into this 1st day of July 1969 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

The Board hereby recognizes the South Lyon Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965, for all CERTIFIED TEACHING PERSONNEL UNDER CONTRACT, and/or on leave, but excluding supervisory and executive, office, clerical, and maintenance and operating employees.

- a. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as defined above.
- b. The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with an organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this agreement.

ARTICLE II - TEACHER RIGHTS

- A. 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.
- B. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.
- 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 a 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 prove 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 1 or prior to September 15 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 second pay in September. The Association dues so deducted shall be remitted to the Association along with a list of teacher's names from whom the deductions have been made.

ARTICLE II - TEACHER RIGHTS (Continued)

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 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.
 - 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.

ARTICLE III - TEACHER RESPONSIBILITIES (Continued)

- 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 meetings.
 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 buiding 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 chest X-ray.

ARTICLE III - TEACHER RESPONSIBILITIES (Continued)

- 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 20, 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 1.

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.
 - 1 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 basic teacher salaries:

STEP	BA	BA + 15*	MA	MA + 15	MA + 30	DIPLOMA SPEC. DEG.
1	7100	7200	7600	7700	7800	7900
2	7300	7400	7800	7900	8000	8100
3	7500	7600	8000	8100	8200	8300
4	7900	8000	8500	8600	8700	8800
5	8300	8400	8900	9000	9100	9200
6	8700	8800	9300	9400	9500	9600
7	9100	9200	9700	9800	9900	10,000
8	9600	9700	10,200	10,300	10,400	10,500
9	10,000	10,100	10,600	10,700	10,800	10,900
10	10,400	10,600	11,000	11,100	11,200	11,300
11	10,800	11,000	11,500	11,600	11,700	11,800
12		11,500	12,000	12,100	12,200	12,300

*Denotes semester hours and these hours must have been earned after the degree was granted, and must apply toward an approved master's degree program. These hours cannot be used to meet provisional certification.

B. The Board of Education agrees to pay up to a maximum of \$200 per year per Head of the Household for medical and hospitalization group insurance, provided, however, that said insurance is taken from a carrier selected jointly by the Board and Association and, provided further, that any and all dividends accrued through said insurance be used to apply toward the Board's cost of the insurance program.

1. The "Head" of the Household is to mean any teacher employed by the Board whose spouse is not insured with another health plan.
 - a. Husband working in South Lyon Community Schools, payment of hospital benefit will be made.
 - b. Wife teaching in South Lyon Community Schools with husband in university full time, payment of hospital benefit will be made.
 - c. Wife teaching in South Lyon Community Schools with husband receiving full hospitalization, no payment will be made.

ARTICLE V _ PROFESSIONAL COMPENSATION (Continued)

- d. Single female - shall receive benefits.
 - e. Single male - shall receive benefits.
2. An exception to the above will be made in the case where both husband and wife teach in the district. In such cases a maximum of up to \$300 per year will be paid for medical and hospitalization insurance.
- C. Full credit shall be given for the first seven (7) years of teaching experience which may include up to two (2) years of 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.

The following are examples and in no way mean 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 a librarian in the case of librarians.

ARTICLE V - PROFESSIONAL COMPENSATION (Continued)

- g. In no case would the credit for experience combined with teaching experience exceed the seven (7) years 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:

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Athletic Director	\$ 900	\$ 1,000	\$ 1,100
Head Coaches			
Football	700	800	900
Basketball	700	800	900
Baseball	550	650	750
Track	550	650	750
Wrestling	550	650	750
Golf	350	425	500
Assistant Coaches			
Football	400	500	600
Basketball	400	500	600
Baseball	350	425	500
Track	350	425	500
Wrestling	350	425	500
Football			
JV Coach	400	500	650
Ass't JV Coach	350	450	600
Jr. High Coach	325	425	525
Baseball			
Jr. High Coach	300	375	475
Basketball			
Freshman Coach	325	425	525
Jr. High Coach	325	425	525

ARTICLE V - PROFESSIONAL COMPENSATION (Continued)

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
2.	
2. Band Director - high school	900
3. Band Director - junior high school	500
4. Play Director - senior play	250
5. Play Director - junior play	250
6. Newspaper Advisor	150
7. Yearbook Advisor	200
8. Audio-Visual Director	400
9. Industrial Arts	300
10. Speech Correctionist	400
11. Special Education	400
12. Driver Education \$5.25 per hour for classroom and behind-the-wheel instruction	
13. G.A.A. Advisor	300
14. Audio-Visual - junior high	200

- 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 coming on the first Friday of September with the option of getting a lump summer payment of the remaining salary on the third Friday in June.
- J. Substitute teachers shall receive \$30 per diem.

ARTICLE VI - WORKING CONDITIONS

A. The Board and the Association recognize a teacher's duties as professional duties which cannot be confined to a fixed number of hours per day or per week.

B. Teaching Hours

1. Teachers shall be required to report for duty at least thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be expected to remain at least thirty (30) minutes after final bell of dismissal. 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 pupils' bus has been called.
2. Each secondary teacher shall be scheduled for a conference period equivalent in total length of time to a regular class period on a daily basis. 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. Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers and administrators, and special assistance to students. Conference time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their building during conference time except in an emergency as determined by the building principal.
3. Each secondary teacher shall be scheduled at least a twenty-five (25) minute duty-free lunch period each day.
4. All elementary teachers shall be scheduled at least 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 instructors 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.

ARTICLE VI - WORKING CONDITIONS

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 five (5) working days.

C. Teaching Loads and Assignments

1. The teaching load in the senior and junior high schools shall generally not exceed thirty (30) teaching periods per week. Assignments to a supervised study period and/or lunch period on a permanent basis 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 major or minor fields of study. Temporary assignment outside of a 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.

D. Vacancies, Promotions and Transfers

1. A teacher may apply for any position at any time. Such application should be made 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. This application should be renewed annually.
2. In filling a vacancy within the teaching staff, the Board agrees to give new weight to the professional background and attainments of all

ARTICLE VI - WORKING CONDITIONS (Continued)

applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

3. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
4. Any teacher transferred to a supervisory administrative position shall on return to teacher status, retain and accumulate such rights as he held under this agreement prior to transfer.
5. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, and the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be at a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils.

E. Teaching Conditions

1. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained in the opinion of the Board.
2. The Board shall make every effort to provide adequate facilities, equipment, and material to implement the educational program of the district.
3. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in No. 2 above.

ARTICLE VI - WORKING CONDITIONS (Continued)

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. 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

A. Sick Leave

A regular full-time staff member shall be allowed sick leave privileges listed here and after:

1. At the beginning of each school year, tenure teachers will be credited with twelve (12) days of sick leave allowance. Two of the twelve days can be used for personal business or the entire 12 days can be used for absences caused by sickness and physical disability. 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. At the beginning of each school year, non-tenure teachers will be credited with five (5) days of sick leave allowance to be used for absences caused by sickness, physical disability or personal business, provided however, said non-tenure teacher shall be credited with the difference between the five (5) days granted to non-tenure teachers and the twelve (12) days granted to tenure teachers, at the beginning of the school year in which said teacher gains tenure status in addition to those days allowed under Paragraph 1 above.

It is further agreed that in the event a non-tenure teacher uses up his sick time allowance due to hospitalization or home confinement recommended by a doctor, said teacher shall be permitted to draw the seven (7) days of sick leave difference between tenure teachers and non-tenure teachers immediately if hospitalized. In the case of a physician confining the teacher to his home the following will apply:

- a. Upon returning to work the teacher will pick up a copy of Form P-500 from his building principal. The form is to be filled out completely by the physician requiring confinement.
 - b. The completed form must be returned to the teacher's building principal within ten calendar days from date said teacher returned to work.
 - c. Upon returning the completed form to the principal, said teacher shall be permitted to draw upon the seven (7) days of sick leave difference between tenure teachers and non-tenure teachers immediately.
3. Sick leave days may be accumulated to a total of one hundred (100) days.
 4. All requests for sick leave must be submitted to and approved by the Superintendent, proof of illness signed by a physician may be required at any time.

ARTICLE VII - LEAVE POLICY - (Continued)

5. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
6. Up to five (5) days a year of the accumulated sick leave allowance may be used for a death in the immediate family. The immediate family shall include father, mother, brother, sister, spouse, child, and shall include father and mother-in-law, and dependents of the immediate household.
7. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox will be paid for the days absent and the days will not be deducted from accumulated sick leave days, providing that in the opinion of the Board the days absent were necessary and authorized.
8. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

ARTICLE VII - LEAVE POLICY (Continued)

B. Professional and Personal Business

1. Two (2) days a year of the sick leave allowance may be used for personal business, non-cumulative for all tenure teachers. One (1) day for all non-tenure teachers. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.
2. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.
3. When application for a personal business leave is made, containing the reasons for the leave, must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).
4. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

C. Sabbatical Leave

1. With the approval of the Superintendent of Schools, sabbatical leave will be granted for study to a teacher by the Board subject to applicable Michigan statutory provisions and any amendments thereto providing:
 - a. No more than one teacher or one-half percent of the total teachers in the district shall be absent on sabbatical leave at any one time.
 - b. Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.
 - c. The teacher has completed at least seven (7) consecutive full school years of service in the district.
 - d. The teacher shall agree to remain in the employ of the district for a period of not less than two (2) years following his return from sabbatical leave.

ARTICLE VII - LEAVE POLICY (Continued)

- e. The employee on sabbatical leave will be required to file periodic reports with the Superintendent.
 - f. 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.
 - g. Regular salary increments shall accrue.
2. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
 3. During the sabbatical leave the sick leave policy will not apply.

D. Military Leave

1. A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

E. Maternity Leave

1. Upon written application, a maternity leave shall be granted without pay, commencing no later than the end of the fifth month of pregnancy, except when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. The teacher shall be entitled to a leave for one year. Further extensions may be granted at the will of the Board. Upon return, a teacher may be assigned to the same or similar position, providing a vacancy exists.

F. 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 VII - LEAVE POLICY (Continued)

G. Miscellaneous Provisions Regarding Absence

1. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require a teacher to submit to physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
2. Any teacher whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Upon return from the leave, a teacher may be assigned to the same or similar position, providing a vacancy exists.
3. Any teacher who is absent because of injury or disease compensable under the Michigan Workmens' Compensation Act shall receive from the Board the difference between the amount paid under the Workmens' Compensation Act and his regular base salary, computed on a daily basis; provided, however, that the Board's obligations to pay said sum shall terminate on the last working day for which the teacher is compensated for in that school year, or the termination of Workmens' Compensation benefits, whichever is sooner.
4. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service.
5. A leave of absence may be granted for court appearance as a non-party witness in a case incident to his employment or when a party defendant (with the Board) in a case incident to his employment; provided, that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any, provided, further, that the employee is required by the law to appear.
6. Upon written application, a leave of absence for up to one year may be granted without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall not accrue.

ARTICLE VII - LEAVE POLICY (Continued)

7. A teacher will be granted a one year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself or serve in a public office. Further extensions shall be granted at the will of the Board.
8. Unless otherwise indicated, the following conditions shall apply to leaves of absence:
 - a. Requests for leaves shall be in writing.
 - b. Eligibility shall be based on a minimum of three (3) years continuous employment in a district.
 - c. All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
 - d. Salary increments shall not accrue.
 - e. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 - f. Written notice of intention to either return or resign shall be given the Superintendent of Schools by March 1 of the year in which the leave expires.
 - g. Reemployment during the school year shall be at the discretion of the Board.
 - h. 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.

ARTICLE VIII - CONFERENCE 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.
- C. Teachers wishing to attend educational conferences relative to their instructional assignment must request authorization at least two (2) weeks prior to the date of the conference. This is done by submitting to the building principal a Request for Permission to Attend an Educational Meeting with Expenses Paid form. All requests must have the approval of the building principal before being forwarded to the Superintendent of Schools for approval. The requests will be approved or disapproved; and if approved, may be so with none, a part of, or all expenses paid. After returning from the conference, the teacher submits the Record of Educational Meeting Expense form to the building principal listing the exact expenses for each item and including receipts. In addition, the teacher will be expected to submit a written report (2 copies) on the conference attended. One for the building principal and one for the teacher's personnel file.

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 teacher's 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 15 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.
- F. A tenure teacher shall be evaluated at least once each year by the building principal.

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.
- 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. As a result of an incident outlined in B or D above, the teacher shall not incur a loss of salary or sick leave time.
- 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. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the teacher organization and the Board agreed to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' salaries and other conditions of their employment. Any agreements so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the teacher organization.
- C. The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in any strike or refuse to perform the duties of his employment.

ARTICLE XII - GRIEVANCE PROCEDURE

- 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 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 contain the reasons for the appeal and a copy of the Superintendent's decision at Step Two.

ARTICLE XII - GRIEVANCE PROCEDURE (Continued)

- 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 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.

ARTICLE XII - GRIEVANCE PROCEDURE (Continued)

- 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 the article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 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.
- 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 any 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 - DRIVER EDUCATION

1. In the event the Board of Education authorizes a driver education program after school hours and on Saturdays, teachers will be advised of anticipated vacancies by ten (10) working days written advance notice.
2. Applications will be available through the office of senior high school principals.
3. In filling such anticipated vacancies, the Board shall consider the qualifications of the applicant as well as the recommendations of the applicant's building principal or immediate supervisor. Whenever two or more teachers apply for a vacancy, and in the opinion of the Superintendent, their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the district.
4. All teachers appointed to such driver education positions shall be compensated at the rate of five dollars and 25/100's (\$5.25) per hour when the assignment is not part of the teacher's regular working day.
5. It is the responsibility of all such driver education teachers to honor written Board policies and administrative written regulations not in conflict with the terms of this Agreement.
6. It is understood that all other terms of this Agreement are excluded and shall not apply to this article.

ARTICLE XIV - SUMMER SCHOOL

1. In the event a summer school program is authorized by the Board, teachers will be advised of anticipated vacancies in positions for such a program.
2. Applications will be available through the office of the director of summer school.
3. In filling such anticipated vacancies, the Board shall consider the qualifications of the applicant as well as the recommendations of the applicant's building principal or immediate supervisor and the director of summer school. Whenever two or more teachers apply for a summer school teaching position and in the opinion of the Superintendent their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the district.
4. When the Fourth of July falls on a school day, school shall be closed and the teachers shall receive compensation for that day at the regular daily rate. When the Fourth of July falls on Tuesday or Thursday, school will be closed on the corresponding Monday, or Friday and teachers shall receive compensation for that day at the regular daily rate.
5. It is the responsibility of all summer school teachers to honor written Board policies and written administrative regulations not in conflict with the terms of this Agreement.
6. Summer school teachers shall be eligible for one (1) sick leave day during the summer school program. This day will be cumulative as long as the teacher remains with the summer school program, but will not be added or subtracted from the teacher's regular full-time sick leave bank.
7. It is understood that all other terms of this Agreement are excluded and shall not apply to this article.

ARTICLE XV - STRIKES AND SANCTIONS

- A. The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage or work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teachers' duties of employment) by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.
- B. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the district regarding the administration of this contract or any grievance filed thereunder.

It is expressly understood that this Section B will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

- C. Violation of this article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

The Board of Education, in the event of violation of this article will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefor.

- D. Nothing contained in this article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965, or which are otherwise provided by law.

ARTICLE XVI - 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-two (182) days.
3. The Association will have the opportunity to present a proposed calendar or calendars prior to the determination of the school calendar. Said calendar or calendars to be presented to the Superintendent of Schools by February 15.

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.

ARTICLE XVII - COMMITTEES

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. Committee chairmen will be selected by each committee.

B. Curriculum Coordination Committee

A Curriculum Coordinating Committee consisting of committee chairmen 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 Education Program.

ARTICLE XVIII - DURATION

This agreement shall become effective July 1, 1969 and shall continue in full force and effect until June 30, 1971 provided that the provisions of Article V, Section A, B, F, G, J, and Article VII, Section A, Paragraphs 2 and 3 shall be renegotiable under the terms of Article XI for the second year of this agreement providing either party requests such negotiations in writing prior to March 1, 1970 and/or 1971. Either party may terminate this agreement as of June 30, 1971 by giving written notice to other party on or before March 1, 1971. If neither party shall give notice to terminate this agreement as provided above, the agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1 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