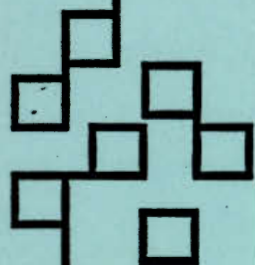


8/30/91



**AGREEMENT**

**between**

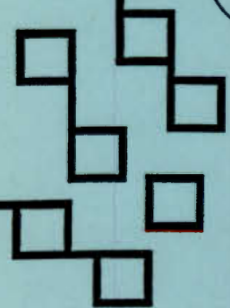
**The Board of Education  
of the  
School District  
of the  
City of Highland Park**

**and**

**THE HIGHLAND PARK  
FEDERATION OF TEACHERS  
AFT-AFL-CIO**

**1989-91**

*Highland Park School District*



SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

BOARD OF EDUCATION

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**AFT-AFL-CIO**

**1989-91**

## TABLE OF CONTENTS

	Agreement.....	1
I.	Recognition.....	1
II.	Reservation of Rights.....	7
III.	Union Activities.....	8
IV.	Non-Discrimination.....	11
V.	Employee Placement.....	11
VI.	Reduction in Personnel.....	16
VII.	Students and Parents.....	18
VIII.	Teacher Facilities, Support Materials & Supplies..	21
IX.	Special Teaching Settings and Arrangements.....	24
X.	Substitutes.....	26
XI.	Committees.....	30
XII.	Standing Curriculum Council.....	33
XIII.	Building and Informaton Committee.....	34
XIV.	Working Conditions - General.....	35
XV.	Employee Compensation (Salary Schedules).....	40
XVI.	Insurance.....	50
XVII.	Evaluations and Personnel Files.....	52
XVIII.	Leaves of Absence.....	53
XIX.	Adult Education.....	70
XX.	Summer School.....	84
XXI.	Grievance Procedure.....	86
XXII.	No Strike.....	90
XXIII.	Waiver.....	90
XXIV.	Conformity to Law.....	91

XXV.	Duration.....	92
XXVI.	K-12 School Calendar 1989-90.....	93
XXVII.	Adult Education Calendar 1989-90.....	95
XXVIII.	K-12 School Calendar 1990-91.....	97
XXIX.	Adult Education Calendar 1990-91.....	99
XXX.	Letter of Understanding.....	101
XXXI.	Letter of Understanding.....	102

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## TABLE OF CONTENTS

	Agreement.....	1
I.	Recognition.....	1
II.	Reservation of Rights.....	7
III.	Union Activities.....	8
IV.	Non-Discrimination.....	11
V.	Employee Placement.....	11
VI.	Reduction in Personnel.....	16
VII.	Students and Parents.....	18
VIII.	Teacher Facilities, Support Materials & Supplies..	21
IX.	Special Teaching Settings and Arrangements.....	24
X.	Substitutes.....	26
XI.	Committees.....	30
XII.	Standing Curriculum Council.....	33
XIII.	Building and Informaton Committee.....	34
XIV.	Working Conditions - General.....	35
XV.	Employee Compensation (Salary Schedules).....	40
XVI.	Insurance.....	50
XVII.	Evaluations and Personnel Files.....	52
XVIII.	Leaves of Absence.....	53
XIX.	Adult Education.....	70
XX.	Summer School.....	84
XXI.	Grievance Procedure.....	86
XXII.	No Strike.....	90
XXIII.	Waiver.....	90
XXIV.	Conformity to Law.....	91

## AGREEMENT

THIS AGREEMENT is made this 24th day of August, 1989 between the BOARD OF EDUCATION of the SCHOOL DISTRICT of the CITY OF HIGHLAND PARK (hereinafter called the "BOARD") and the HIGHLAND PARK FEDERATION OF TEACHERS, AFT-AFL-CIO (hereinafter referred to as the "Union").

### ARTICLE I

#### RECOGNITION

##### A. BARGAINING UNIT

The Board recognized the Union as the sole and exclusive bargaining representative for all personnel in the bargaining unit, described as follows:

All certified P-12 and Special Education teachers; Adult Education Day Program; athletic director; nurses; counselors; psychological diagnosticians; social workers, IEP coordinator, curriculum consultants in the areas of reading, mathematics, science, computer education; and assigned substitute teachers;

but, excluding:

daily substitute teachers/nurses; adult education teachers working seven (7) hours per week or less in the Adult Education Program and/or working in the Adult Education Night Program; paraprofessionals; Superintendent; Administrators/Business; Administrators/Curriculum; Administrators/Personnel; High School Principal; Middle School Principals; Elementary School Principals; Director, Adult Education; Adult Education Principals; Community Coordinators; Coordinator/Instructional Materials Center; Director/State and Federal Projects; Project Coordinators; Elementary Assistant Principals; Middle School Assistant Principals; High School Assistant Principals; Director of Vocational Education and the Director of Special Education.

- B. (1) As a condition of employment, each member of the bargaining unit, beginning with: (1) September, or (2) the first complete month following a date thirty (30) calendar days after employment in the Bargaining Unit, whichever month is later, and monthly thereafter during September through June of each year during the life of this Agreement, shall tender to the Union either periodic



and uniformly required union dues, or in the alternative, a service charge in the amount equivalent to the periodic and uniformly required union dues.

- (2) Upon written notice to the Administrator/Personnel that a Bargaining Unit member is three (3) months delinquent in dues, the Personnel Office shall investigate and, after verification of the delinquency, the employee shall be notified of the delinquency and the possibility of termination under this provision.
- (3) The effective date of termination of employment of an employee who fails to comply with this Section B shall be the end of the school year in which the employee's failure to comply with this Section B occurs.
- (4) No employee shall be terminated under this Section unless:
  - (a) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to the periodic and uniformly required Union dues, and warning him/her that unless such dues or service charge or properly executed authorization tendered within thirty (30) calendar days of such notice, he/she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union further specify the following by written notice:

"The Union certifies that \_\_\_\_\_  
Name

has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of continued employment under the collective Bargaining Agreement and demands that, under the terms of the Agreement, the Board shall terminate his/her employment.

- (5) The Board agrees, that within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his/her services shall be terminated at the end of the current school year, or adopt a resolution initiating Tenure act proceeding directed toward termination of employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice, it will not accept a check-off authorization from such employee without the consent of

the Union.

- (6) If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on his/her behalf, contests a discharge or discharges, under the provision of this Section B, the Union agrees to reimburse the Board promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the board in defending itself i such suit or proceedings. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand of the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of Section C of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back pay liability or other damages imposed upon the Board, in any Teachers Tenure Act proceeding which may be initiated by the Board in order to implement the provisions of this Section B.

**C. DUES, SERVICE CHARGE AND POLITICAL ACTION CHECKOFF**

- (1) During the life of this Agreement, the Board will deduct current uniform and periodic Highland Park Federation of Teachers dues or service charges from the pay of each bargaining unit employee who voluntarily execute and delivers to the Board either of the following authorization forms Form A or Form B.

## FORM A

## VOLUNTARY AUTHORIZATION FOR DEDUCTION OF UNION DUES

Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 School \_\_\_\_\_

I authorize the Highland Park Board of Education to deduct from wages earned by me, monthly Union dues as certified to the Board by the financial officer of the Highland Park Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

I acknowledge that all Union dues and service fees shall be deducted on a regular basis from all personnel of the bargaining unit unless all such Union dues or service fees are fully paid by the second pay date of each school year.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective bargaining agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon termination of employment with the Board.

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Social Security No. of Employee

\_\_\_\_\_  
 Date of Signing

\_\_\_\_\_  
 Date of Delivery to Board

FORM B

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF SERVICE CHARGE

Name \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
School \_\_\_\_\_

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me a monthly service charge as certified to the Board by the financial officer of the Highland Park Federation of Teachers, and to remit the same to the Union as such time and in such manner as may be agreed upon between the Union and the Board.

I acknowledge that all Union dues and service fee shall be deducted on a regular basis from personnel of the bargaining unit unless all such Union dues or service fees are fully paid by the second pay date of each school year.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective bargaining agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon termination of my employment with the Board.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Social Security No. of Employee

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Delivery to Board

(2) The following certification form shall be used by the

when certifying memberships dues or service charge:

**CERTIFICATION OF FINANCIAL OFFICE OF UNION**

I certify that until further notice, the membership dues or service charge payable under Section B of the current collective bargaining agreement is \$\_\_\_\_\_per month for the months of September through June.

\_\_\_\_\_ Signature \_\_\_\_\_  
Date Union Financial Officer

- (3) Payroll deductions shall be made only from the pay due bargaining unit employees on the second payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless: (1) a properly executive "Voluntary Authorization for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen (15) calendar days prior to the second payday of the calendar month. Changes in the amount of the monthly Union dues or service charge also must be delivered to the Board at least fifteen (15) calendar days prior to the second payday of the calendar month on which the change is to become effective.
- (4) A bargaining unit employee may revoke his/her "Voluntary Authorization" for deduction of Union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.
- (5) All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth (15th) calendar day of the month following the month in which the deduction were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
- (6) The Board shall not be liable to the Union by reason of this Section 3 for the remittance of payment of any sum other than that constituting actual deductions from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section C, or authorization furnished under this Section C.

**FORM C**  
**POLITICAL ACTION CHECK-OFF**

The Highland Park Board of Education agrees to honor deduction authorizations from its employees who are Highland Park Federation of Teacher members in the following form:

"I hereby authorize the Highland Park Board of education to deduct from my salary the sum of \$\_\_\_\_\_ and to forward that amount to the Michigan Federation of Teachers' Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the Michigan Federation of Teachers' Political Committee are not conditions of membership in the Union or of employment with the Highland Park Board of Education, and that the Michigan Federation of Teachers' Political Committee will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections."

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

I.D.#: \_\_\_\_\_

**D. DEDUCTION LIMITATION**

During the life of this Agreement, the Board will not deduct dues or service charges for any teacher organization other than the Union.

**ARTICLE II**

**RESERVATION OF RIGHTS**

The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan except as the same as expressly and specifically limited by this Agreement.

**ARTICLE III****UNION ACTIVITIES****A. UNION MEETING IN SCHOOL**

School rooms may be used for Union meetings after class hours, provided that: (a) such meetings occur during the regular shift hours of the custodians for the building in question, (b) request is made to the principal not less than twenty-four (24) hours in advance, and (c) there is no conflict with other activities. The principal shall advise the Union within a reasonable time as to whether a room is available. The principal may authorize use of school rooms on shorter notice.

**B. BULLETIN BOARDS**

The Union shall have separate bulletin board space in each school; except that in the High School and Adult Education; the Union shall have two bulletin board spaces. If not located in school offices, such bulletin board space shall be in teacher lounges or other locations not normally frequented by students. The Union may place additional bulletin boards, at its expense, in teacher lounges or in teacher dining areas not normally frequented by students.

**C. MEETING WITH ADMINISTRATORS**

Upon request, the Superintendent will meet informally with the officers of the Union on matters relating to the implementation of this Agreement. Such meetings will not exceed one per month with the Superintendent and one per month with each principal except by mutual agreement.

On the first day of school (pre-opening conference day) in the fall, time will be given during the morning welcoming session to bring bargaining unit members, Board of Education members, building and Central Administration staff members together to explain changes in contract language, District policies, and procedures.

It is understood that additional meetings, such as this, may be held periodically during the school year. Such shall be held during the regular hours of the school day unless noted that attendance is voluntary.

**D. STATISTICS AND FINANCIAL INFORMATION**

The Board shall make available to the Union five (5) school days, upon reasonable request in writing to the Superintendent, one copy of such statistics or financial

information, in the possession of the Board and not readily available at that time to the Union from other sources, as is necessary for conducting the proper business of the bargaining agent in behalf of the employees in the bargaining unit. This shall not be construed to require the Board to compile information or statistics not already compiled.

E. LIST OF BARGAINING UNIT MEMBERS

The Board will provide the Union each fall and early spring, within ten (10) working days from the Union (November 1 or later in the fall and March or later in the spring), with a complete list of bargaining unit members and their appropriate budget categories, including assignments and salary levels.

F. BOARD AGENDA AND MINUTES

The Board will provide the Union with three (3) copies of agendas for Board meetings and non-confidential related documents; and three (3) copies of the official minutes of Board meetings. The copies of agendas for Board meetings and non-confidential related documents will be provided not later than noon of the Monday before Board meetings, and the copies of official minutes of Board meetings will be provided within five (5) working days after they have been approved by the Board.

G. MATERIALS GIVEN TO TEACHERS

When the Board gives teachers materials concerning wages, hours, and conditions of employment, such materials will not bear the identification of any collective bargaining organization other than the certification bargaining agent or its affiliates.

All official circulars or bulletin intended for teachers shall be posted on school bulletin boards for the inspection of teachers and copies shall be made available to the Union and teachers on request.

H. RELEASED TIME TO ADMINISTER CONTRACT

During the 1989-91 school years:

- (1) The Union president will be released for three (3) periods (1/2 day) in the afternoon of each day. His/her morning schedule will consist to two (2) classes and one (1) preparation period if at the high school. If the Union president is a K-8 teacher, his/her morning schedule will consist of three classes and one preparation period. The Union will reimburse the Board for this release time in an amount equal to one-half



(1/2) of the president's annual salary. In the event of a change in the Union presidency, equivalent release time will be negotiated.

- (2) In addition, the Union president or his/her designate shall receive release time equivalent to a total of ten (10) days during the course of the school year to process grievances and to administer the contract. Requests for such release time shall be made to the Personnel administrator at least one (1) school day in advance. The Union will reimburse the Board for this release time on the basis of the daily salary of the Union president or his/her designee, whichever is applicable in the particular case. The release time for participation in arbitration proceedings as provided in Section I below shall not be deducted from the above.

**I. RELEASED TIME - ARBITRATION HEARINGS**

In any arbitration case where the arbitrator is unable or unwilling to hold a hearing outside class hours, any teacher who is called and testifies as a witness for the Union (not exceeding five [5] hours except by special agreement of the parties), will suffer no loss in pay. In any case, the Union president or another Union official designated by him/her may also attend the hearing without loss of pay.

**J. MAIL BOXES**

The Union shall have the right to place material in the mail boxes of members of the bargaining unit; placement is to be made by a member of the staff of the building involved at a time which does not interfere with his/her performance of his/her duties. Placement may also be made by a bargaining unit member not on the building staff at a time which does not interfere with his/her performance of his/her duties and is before the beginning or after the end of classes at the building involved.

**ARTICLE IV**  
**NON-DISCRIMINATION**

The Union agrees to represent all teachers and enforce the provisions of this Agreement without discrimination on the basis of race, creed, color, national origin, sex, age, marital status or by reason of their membership or non-membership in the Union with respect to hours, wages, or any terms or conditions of employment, or their participation in any activity of the Union, including collective professional negotiations with the Board, their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**ARTICLE V**  
**EMPLOYEE PLACEMENTS**

**A. TEACHER RECORDS AND CREDITS**

It shall be the obligation of the teacher to see that one official copy of his/her records or certification, transcripts of credits, and statements of experience are on file in the office of the Board of Education during the employment of the teacher.

Credits shall be accepted from any accredited college or university subject to any limitations imposed by state certification authorities and the North Central Association.

At any time during the school year, teachers may review and up-date records of certifications transcripts of credits and statements of experience to prevent Board action based upon incomplete information.

**B. ASSIGNMENTS AND REASSIGNMENTS**

Prior to the commencement of each school year, teachers are assigned, i.e., appointed to a specific location within specific subject areas at an appropriate grade level. An appointment during the normal assignment process (May 1 to the opening of school) to a location and/or subject area and/or grade level which differs from the prior year's assignment will be considered a reassignment under the terms of the contract.

(1) Request for Reassignment

Any teacher who desires a reassignment may at any time file a written request with the Personnel Office. The request shall indicate the specific subject areas or grade level and school desired. Such request will be effective for the balance of the school year in which filed (from the date of receipt to the beginning of the ensuing school year). The Personnel Office will keep such request on file and give such request due consideration whenever the requested reassignment may become available. Present employees who have requested reassignment in this manner will be given consideration before new employees.

Any teacher whose request for reassignment has been granted may file a request for transfer after the start of the school year.

(2) Subject Areas Assignment

Whenever possible, assignment and reassignment shall be made in the subject area(s) of competency and experience.

High School teachers shall not be assigned to subject areas outside their major or minor certification without their consent. High School assignments will be made in accordance with North Central accreditation requirements whenever possible. Each spring, current North Central accreditation requirements will be communicated to High School staff.

(3) Notification of Assignments

All teachers will be notified of their specific tentative assignment for the coming year no later than May 1 of the current school year. If the specific tentative assignment is different from the teacher's current assignment, the teacher will be contacted by the Administrator in charge of Personnel or his/her designed to discuss the change in assignment.

If the specific tentative assignment is altered prior to beginning of the next school year, the affected teacher shall be consulted and notified by mail within three (3) days after the administration is aware of the necessity for change in assignment.

C. TRANSFER

A teacher transfer is the movement of a teacher from one position within the school system during the course of the

school year. A transfer may be voluntary or involuntary.

Whenever possible, transfers shall be made in the subject area(s) of competence and experience.

(1) Voluntary Transfer

A transfer is voluntary when it is initiated at the request of the teacher. A teacher who desires a transfer may at any time file written request with the Personnel Office. The request shall indicate the specific subject or grade level and school desired.

Requests for transfer shall be submitted in duplicate, and the Personnel Office will acknowledge receipt of the request with a signed or initialed written acknowledge. Such request will be effective for the balance of the school year. The Personnel Office will keep such request on file and given such request due consideration. Present employees who have requested a transfer in this manner will be given consideration before new employees.

If, after the receipt of the request for transfer, but before the beginning of the ensuing school year, the Superintendent acts on the request and denies same, the decision denying the requested transfer will be communicated in writing to the employee involved within ten (10) days after the decision is made and a written statement of reasons will be furnished upon written request of the teacher involved. An employee's refusal to accept a requested transfer shall not preclude the filing of future transfer requests, but shall be considered as a withdrawal of the request for transfer.

A tenure teacher deemed qualified for the requested transfer who has been denied such request on the basis of essentiality in the present position, shall not again be denied the requested transfer on the basis of essentiality in that position. However, no transfer will be granted if no vacancy exists.

At the beginning of each school year, all requests for transfer and/or reassignment will be destroyed. A teacher having a continuing interest in transfer and/or reassignment must submit a new application to keep the request active for that school year.

A decision denying a requested transfer may be made the subject of a grievance, but such grievance shall be sustained only if it is established that the decision was arbitrary, capricious, or without rational basis.

(2) Involuntary Transfers

A transfer is involuntary when it is initiated upon the directive or authorization of the Superintendent during the school year. In the event that student load condition or instructional requirements necessitate transfer of staff from one school or teaching department to another, the Superintendent shall arrange for necessary transfer of qualified instructional personnel. All efforts for the voluntary transfer of qualified instructional personnel shall be exhausted before making an involuntary transfer.

No tenured teacher shall be involuntary transferred from one school to another under this paragraph while a lower seniority teacher, qualified to fill the position to which the tenured teacher is transferred, is retained in the school in a position which the tenured teacher is qualified to fill.

Any teacher to be transferred shall be given at least one week's notice, in writing, unless unforeseen circumstances require transfer on shorter notice. Further, upon the request of the teacher, administration will meet with the teacher and a Union representative, if the teacher requests, to discuss the need for making the transfer.

**D. VACANCIES AND ANTICIPATED PERSONNEL NEEDS**

(1) Posting

When recruiting schedules are established and anticipated personnel needs are known, the Personnel Director will post anticipated personnel needs of the School District. Also, any specific vacancy not filled by transfer or reassignment of existing personnel will be posted in all school buildings (during the summer, at Board Offices) at least ten (10) school days before any new employee is hired to fill such vacancy. Current employees shall be given first consideration for such vacancies; i.e., the qualifications of current employees shall be considered first in the selection process. A notice of such specific vacancies then available will also be mailed to the staff once during the summer, normally on or about July 15. In case of any vacancy in a position at or above the classroom level, an appropriate Notice of Vacancy and a complete job description will be posted in

each school building for the attention of all personnel and will be sent to the Union president.

(2) Posting Extra-Curricular Positions

All extra-curricular positions with extra remuneration will be posted annually in the same manner as other vacancies. Any vacancy in such extra-curricular positions occurring during the school year will be posted at the administration building and in each school building at least five (5) school days before such position shall be filled. Teachers shall not hold more than two (2) extra-curricular positions provided another qualified person is available.

(3) Applications

Persons who believe they possess the qualifications to fill a vacant position may apply in writing to the Personnel Director, and will receive due consideration in the filing of the vacancy. Such applications shall be submitted in duplicate, and the Personnel Director will within ten (10) days, acknowledge receipt of same.

(4) Notice of Appointments

When the Superintendent has decided who is to be recommended for appointment to the position, he/she shall notify the person within five (5) school days and shall indicate that appointment to the position is without tenure and is subject to approval by the Board. After the Board has confirmed the appointment, all unsuccessful applications will be notified within not more than ten (10) days.

(5) Acting Status

Vacancies of a temporary nature occasioned by prolonged disability or illness of the person regularly assigned shall be filled as quickly as possible, and where appropriate, by temporary appointment of a person to an "acting" status until the need no longer exists. No vacancy shall be filled by one person in an "acting" status for more than two (2) consecutive regularly scheduled Board meetings without Board action or filling the vacancy.

(6) Notice of Non-appointment

For staff interviewed and not hired for a posted position, notice of non-appointment will be provided within five days after Board action.

A meeting with the administrator in charge of personnel shall be provided within five (5) days after receipt of a request by the applicant.

Such request must be made within five (5) days of receipt of notice by the applicant.

**ARTICLE VI  
REDUCTION IN PERSONNEL**

**A. NOTICE**

The Board will furnish copies of a seniority list of members of the bargaining unit to the Union annually by November 1. The Board will notify the Union within five (5) days of the time a teacher enters or leaves the bargaining unit.

**B. SENIORITY**

Seniority in the Highland Park Public School Systems means total accumulated service and/or other permanent assignment service in this bargaining unit. Teachers will be listed on the seniority list in the order of their seniority in Highland Park; i.e., the teacher with the greatest length of teaching service in Highland Park will be first on the list; and the teacher with the shortest length of teaching service in Highland Park will be at the bottom of the list. Teaching service shall be computed from the first day the teacher assumes responsibilities as described above, but shall exclude services in capacities other than as a bargaining unit member. Seniority will not be accumulated while on official leave or layoff, unless otherwise specified in the master agreement. A teacher who resigns loses all seniority with the District.

When the prior teaching service of two or more teachers is equal, as computed in the manner described above, the teacher with earliest date of original teaching service in the District shall be placed highest on the list; if two or more teachers also have identical dates of original teaching service, their ranking will then be determined by a drawing of lots conducted jointly by the Board and the Union. If a teacher is laid off because of a necessary reduction in personnel, the name of the teacher will remain on the seniority list for three (3) years after layoff unless he/she resigns.

**C. REDUCTIONS**

If teachers must be laid off because of necessary reduction in personnel, the teacher lower on the seniority list will be

laid off first in any choice which must be made between two or more teachers qualified\* for remaining positions. Any teacher who is laid off because of necessary reduction in personnel shall be appointed (subject to the seniority provisions of this Section VI) to the first vacancy in the School District for which he or she is qualified\*.

D. RECALLS

In recalling teachers who were laid off because of necessary reduction in personnel, the teacher higher on the seniority list will be recalled first in any choice which must be made between two or more such teachers qualified\* for available positions.

\*Qualified in P-12 means minimum State certification in the subject area.

E. EMPLOYMENT IN ADULT EDUCATION

All laid-off teachers in the bargaining unit, who are certified and qualified for the position they are applying for, shall be given first priority for employment with the Continuing Education Division and in the College for extra-contractual positions. All other teachers in the bargaining unit, who are certified and qualified for the position shall be given first consideration for employment with the Adult Education Division.

F. NO BUMPING

Prior contracts have not contained language permitting employees to bump between the College and P-12; however, varying practices and procedures during various period of this unit's bargaining history have led to disruption of the educational process and much confusion regarding contractual rights in this area. In order to dispel any existing confusion regarding the many different practices in this area, it is hereby acknowledged and agreed that there exists no contractual (or other) rights for employees to bump between the College and P-12 during periods of staff reduction.



## ARTICLE VII.

## STUDENTS AND PARENTS

A. NON-CLASSROOM ACTIVITIES (P-12)

It is understood that the teacher's concerns for the children and school system are not confined to the classroom and preparation for class sessions, but extend to all school-related activities which contribute to the child's educational growth. The Board agrees that required non-classroom duties will be assigned on an equitable basis, and that the teachers involved will be consulted in planning and their preferences observed, wherever possible, consistent with a meaningful program. No teacher will be required to take tickets or perform supervisory functions at after-school athletic or musical events, dances or plays more than two times in any school year.

The Board and the Union agree that interpretation of the school system to the community in general and to parents in particular is vital to the success of the school program in Highland park, and that PTA meeting attendance is a matter for the professional judgement of the individual teacher; but the Union agrees to join with the Board in urging PTA attendance by all teachers.

It is understood that attendance at one (1) school "Open House" function per school year is required, and that the administration shall notify the teachers in September which Open House attendance is mandatory.

B. DISCIPLINE PROCEDURES

- (1) The teacher has responsibility for maintaining classroom control.
- (2) The Board and unit administrators shall apply consistent, equitable and fair policies and procedures in the handling of student discipline. Cooperative efforts shall be undertaken between unit administrators and teacher(s) in dealing with student discipline problems.
- (3) The school administrators has responsibility for supporting teachers in maintaining appropriate pupil behavior. If appropriate discipline cannot be maintained by the teacher and the principal, then the problem may be referred to the Superintendent for study and action.
- (4) Upon supporting evidence submitted by the teacher to the Principal that a pupil is not responding positively to

their collective measures, then a conference shall be held, including:

- a. Teacher
  - b. Principal
  - c. Counselor, if appropriate
  - d. Parent, if teacher and/or principal deem appropriate
  - e. Special Education staff member, if appropriate
- (5) After such a conference, a child may be removed from the classroom by the Principal.
- (6) A teacher may remove a student from his/her classroom to another supervised area when the seriousness of the offense or persistence of misbehavior makes the continued presence of the student in the classroom disruptive to the educational process. The teacher shall confer, as soon as possible, with the Principal to provide the necessary information regarding the problem. If requested, the teacher shall provide the Principal with a written statement of the problem before going home that day.

The pupil will be re-admitted to the class only after a plan designed to correct the problem has been recommended. The recommendation will be made at a conference including the teacher, principal, counselor (if appropriate), parent (if appropriate), and Special Education staff member (if appropriate). The Principal will provide the teacher with a written memorandum of the recommended plan of action within five (5) school days after the conference.

- (7) Under no condition shall a teacher send a child out into the hall in order to discipline him/her.

**C. GRADES AND HOMEWORK ASSIGNMENTS**

- (1) Initial decisions as to grades and homework assignments rest with the classroom teacher. When the teacher's judgement in such matters is questioned, the matter should be the subject of joint consultation between the teacher and the unit administrator.
- (2) No teacher shall be forced to change any given grade. Further, a teacher's recommendation for retention or promotion of students shall be the primary criteria upon which such decisions shall be made.
- (3) The unit administrator may alter teaching grades and decisions in the above described areas without the

concurrences of the teacher, but the unit administrator shall be fully responsible for such alterations.

**D. SEMI-ANNUAL OR ANNUAL PARENT-TEACHER CONFERENCES**

If semi-annual or annual Parent-Teacher Conferences are scheduled outside of class hours, release time will be granted.

**E. SCHEDULING TEACHER-PARENT CONFERENCES**

**(1) Interview Scheduling**

Opportunities will be created for interviews with parents at times other than those normally utilized when the teacher and the Principal agree that this is necessary. Other than regular scheduled conferences, the unit administrator shall not permit parents or visitors to visit teachers without a scheduled appointments.

**(2) Parent Complaints**

In cases where a conference between parent, principal and teacher is to be held concerning a parent complaint against the teacher, the Principal will consult with the teacher in private prior to the conference to advise him/her of the nature of the problem. Such conferences shall be held in the presence of an administrator in his/her office and Union representation may be present if desired by the teacher.

## ARTICLE VIII.

## TEACHER FACILITIES, SUPPORT MATERIALS, AND SUPPLIES

A. WORKROOM AND DIRECTORY

Adequate supplies will be made available in teacher workrooms and lounges. A typewriter will be placed in each teacher workroom for teacher use. Access to equipment for duplicating/copying instruction materials will be provided in each building. If the duplicating requirements exceed the capacity of building equipment, IMC will provide duplicating services upon authorization of the building administrator.

The Board will provide each teacher a current staff directory as soon after the beginning of each school year as possible.

B. MASTER SUPPLY LIST

A master list of supplies and other blanks will be placed in each school office. A master supply list will be given to each teacher. Teachers will be given prompt notification of supplies which are denied or unavailable.

An updated Instructional Materials Catalogue shall be provided each teacher at the beginning of each school year.

C. SUPPLIES AND MATERIALS

The Board agrees to either provide the supplies and materials requisitioned by a teacher or to notify the teacher as to the status of said requisition no later than the first day of fall classes. Authorized purchase orders will be promptly processed, with the teacher receiving a notice of any delay in the processing of an order.

D. CLASSROOMS AND LOUNGES

Teachers' classrooms and lounges shall be clean and every effort shall be exerted to make sure classrooms and lounges are a comfortable, attractive, and secure as possible.

The Board agrees that for the length of this contract up to \$200 will be set aside for each building for the improvement of faculty lounges. The improvement of lounges is to be administered by a joint committee of administrators and teachers in each building.

E. RESTROOM AND LUNCHROOM FACILITIES

There shall be teacher restroom and lunchroom facilities

available in each building.

**F. PARKING**

Adequate parking near the school of employment shall be provided for all teachers. Accordingly, the Board agrees to provide such by issuing parking stickers or similar I.D. to members of the bargaining unit; and, by providing adult supervision and security to the parking lots of the high school. The Board agrees to apply such assignment, rotation, and scheduling schemes necessary and reasonable to ensure that the parking lots are regularly monitored by the District's security force during hours which comply with normal school programming schedules. This shall also apply to other schools where serious problems have occurred in the past.

The Board will exert a diligent effort to clear the lots of snow and debris.

**G. FILING CABINETS; DESK SPACE; TEACHER TELEPHONES**

Each teacher assigned to a single building hall be provided an individual filing cabinet and assigned desk space. Each teacher shall also be provided a clothing locker, and mailbox at each of the buildings.

Teachers who are required to travel to two or more schools as part of their teaching assignment will be provided with a filing cabinet, assigned desk space, clothing locker, and mailbox at each of the buildings.

Currently existing pay phones will be maintained subject to the rules and regulations of Michigan Bell Telephone. Teachers will be provided access to phones for the conducting of school business and for receiving and making emergency, personal calls.

**H. IDENTIFICATION CARDS**

The School Board shall provide identification cards for all teachers within thirty (30) days after employment. All students in the High School and Adult Education shall be provided with identification cards and shall be required to display ID cards at all times while in or on school property. These ID cards are to be provided within thirty (30) days after the commencement of school.

This provision is not subject to the grievance procedure

**I. ELECTRONIC DEVICES**

The Board agrees to the policy of non-surveillance, monitoring or evaluating teachers without their knowledge by use of electronic devices or other apparatus or means not made known to the teacher. Information gained by use of methods described above cannot be used in any disciplinary action against the teacher.

**J. PROPERTY LOSS**

Teachers shall not be held responsible for loss within the school of school property, or children's property, when such loss is not the fault of the teacher.

**K. PERSONAL PROPERTY LOSS, DAMAGE OR DESTRUCTION**

The Board shall annually provide each teacher with procedures to follow in the case of loss, damage or destruction of personal property. These procedures shall include a description of reporting procedures, filing of criminal complaints and recovery provisions as provided under the Personal Property Loss Fund.

Whenever possible, building administrators will provide assistance to the teachers in reporting, prosecuting, and/or making recovery claims.

The Personal Property Loss Fund is intended to provided a program of relief from personal property loss including vandalism and theft. It is agreed that this fun shall have \$10,000 available at the start of each school year. Any contributions necessary to replenish the fund will be made by the Board and Union in a 3 to 1 ratio. The Superintendent shall provide for continuance of a committee of non-paid volunteers to set guidelines and administer the plan.

## ARTICLE IX

**SPECIAL TEACHING SETTINGS AND ARRANGEMENTS****A. LIBRARIES**

- (1) No library shall be staffed by other than a certified Librarian where there is a certified Librarian available.
- (2) Each P-12 Librarian will have a daily schedule comparable to those of other teachers in the school to which he or she is assigned.
- (3) Librarians are entitled to a regular schedule of assignment, which may, however, be modified as educational needs required after planning and consultation with personnel affected.
- (4) The Board of Education agrees that, whenever feasible, the top priority of all resource centers is the servicing of all students and staff on a non-scheduled basis.
- (5) The High School Library shall be adequately staffed at all times with certified and qualified Media Specialists.

**B. INSTRUCTIONAL AND VOCAL MUSIC**

- (1) The number of schools to which each instrumental and vocal music teacher shall be assigned during each school term shall be equalized to the extent possible.

**C. ART, PHYSICAL EDUCATION, SCIENCE SPECIALIST, AND MATH SPECIALIST**

Special teachers are not to be used as relief or substitute teachers except in cases of genuine emergency where substitutes cannot be obtained.

Teachers shall not be required to be present when special teachers, such as teachers of art, music, physical education, etc., are working with pupils. This time may be used as additional preparation time by the teacher, except that any excess of such time over contractual preparation time shall be subject to assignment.

**D. SPECIAL EDUCATION CLASSROOM TEACHERS**

Special Education teachers are not to be used as relief or substitute teachers except in cases of genuine emergency where no substitute can be obtained.

Special Education classes shall continue to have access to all

equipment, supplies, and resources available to other class in the building. They also shall continue to participate in all special classes appropriate to the age levels and capacities of the students involved.

The Board of Education shall continually review the instructional program of Special Education students in order to assure the acquisition of entry level employment skills within the limits (if any) of the disability of the students.

Placement in or discharge of students from Special Education shall follow the current rules and regulations established by the State Department of Education.

**E. AUXILIARY SERVICES TRAVELING STAFF**

- (1) Auxiliary Services Travelling Staff (Social Workers, Nurses, Psychological Diagnosticians, IEP Coordinator, Homebound Teacher, Teacher Consultant/POHI) will be provided necessary diagnostic and evaluation kits, teaching supplies and materials.
- (2) Auxiliary Services Travelling Staff will be provided locked storage for their records, equipment and materials.
- (3) Auxiliary Services Travelling Staff will be provided access to phones for the conduct of their school business.

**F. ART ROOM**

The Board will provide an art room at each Middle School if space is available.

**G. DEPARTMENT CHAIRPERSONS**

The appointment of a department chairperson shall be for a two-year term. In May of the incumbent's second year, the position will be posted with a description of the responsibilities. Each department chairperson's position will be filled as provided in Article V-D of this Contract.

In the event a position becomes vacant (by Board action or otherwise) before the incumbent has served two (2) school years, the position will be posted and filled (as described in V-D and IX-G) immediately.

Department chairpersons shall not be responsible for evaluating other members of their bargaining unit.



## ARTICLE X

## SUBSTITUTES

A. DEFINITIONS

There shall be two (2) types of substitutes assigned to positions within the School District.

- (1) Regular On-Call Substitute - These substitute teachers work on a day-to-day basis, that is work only on days they are called. They are expected to be available for work on the days they state they will be available.
- (2) Assigned Substitute - There are two ways a substitute teacher can become assigned:
  - a. A substitute can be assigned to a position as an assigned substitute from the first day of employment, if the substitute is assigned to a long term assignment which occurs when the teacher who is replaced is not expected to return for the balance of the school year, or the teacher will be absent for an unknown or uncertain period of time, or he/she is not replacing a laid-off teacher. As of the first day of employment in such a position, the Assigned Substitute will receive the full assigned daily pay rate. As such, substitutes are Assigned Substitutes from the first day in the position to which they are assigned; they are also members of the Union from the first day.
  - b. A Regular-On-Call Substitute will automatically become an assigned substitute on his/her forty-sixth (46th) day in the same classroom if allowed to remain in one particular classroom for more than forty-five (45) consecutive days of employment. In these cases, the substitute is evaluated on the fifth (5th) and tenth (10th) days; beginning with the forty-sixth (46th) day, these assigned substitutes becomes members of the Bargaining Unit, and are subject to union dues as well as the provisions of the grievance procedures.
  - c. In addition:
    1. Assigned substitutes are paid a straight daily wage for actual service rendered (computed as a factor of the appropriate teacher salary schedule).

2. Assigned substitutes do not receive preparation periods as a matter of right; however, when possible, Assigned Substitutes should be allowed a reasonable amount of preparation time throughout each week.
3. If matters developed during the course of a day which preclude allowing preparation time during the day, there will be no adjustments or modifications in the assigned substitute's daily rate.
4. Assigned substitutes are not paid for the holidays, or benefits not expressly delineated in the contract for substitutes or required by law.
5. Assigned substitutes remain assigned only for the duration of their assignment in a specific classroom and teaching position; if removed from the assignment or if the assignment terminates by the return of the unavailable teacher, the assigned substitute shall return to regular-on-call substitute status.

**B. SUBSTITUTE RATES AND OTHER BENEFITS**

- (1) A substitute assigned for a short term (regular on-call) assignment, pursuant to the foregoing definition, shall only continued in the employment of the school district for the period during which the teacher he/she replaced shall be unavailable for employment. The substitute shall be paid at the daily on-call substitute rate for the first forty-five (45) days of employment. In the event the teacher for who the substitute is employed is unable to return to employment thereafter, then the substitute shall be given the first opportunity to become an assigned substitute.
- (2) An assigned substitute shall be assigned from the first day of employment on a per diem basis, at a salary rate equal to the minimum starting salary appropriate to the highest degree held by the assigned substitute. In all instances where a substitute is employed, the school district shall have the right to discharge said person, at its discretion, up to the forty-sixth (46th) day of employment, after which time, if the substitute becomes assigned, the rights of said assigned substitute shall be subject to the provisions of the grievance procedure. It is further understood that during the 45-day discretionary period, the substitute shall be evaluated

on the fifth (5th) and tenth (10th) day and copies of same shall be given to the substitute. The substitute shall be notified no later than the thirtieth (30th) day as to whether or not they will become an assigned substitute. The substitute shall be evaluated prior to the end of the school year under the same procedures as if any other any other newly employed teacher. When a teacher is appointed as an assigned substitute, the Union will be notified of the teacher's name, school, the rate of pay, and the effective date of assignment not later than the fifth (5th) school day after the teacher is appointed.

- (3) A teacher employed as an assigned substitute teacher with an assignment to one (1) specific class and teaching position, after 60 days of service in that class and teaching position shall be granted leave time and other privileges granted to regular teachers by the District including a salary equal to not less than the minimum salary on the current salary schedule for the District.
- (4) A teacher employed as a substitute teacher for 120 days or more during a school year shall be given first opportunity to accept or reject a contract for which the person is certified after all other teaches from the District are re-employed in conformance with the terms of the Master Agreement between this Bargaining Unit and the Board.
- (5) If placed under Contract, assigned substitutes will be granted credit in accordance with this Agreement for experience as such in Highland Park, as well as for any tenure or probationary contract experience within or outside of Highland Park.

**C. UNAVAILABILITY OF SUBSTITUTES AND CLASS COVERAGE**

It is the procedure of the School Board to utilize substitute teachers in the event of absence of classroom teachers and every effort shall be made to secure substitutes for such absent teachers.

An emergency condition shall exist in any situation where a substitute is not available due to an unexpected occurrence or other condition not caused by the Board or administrative action.

In such emergency situations only, a classroom teacher may volunteer to utilize any preparation or other period during which he/she does not have teaching duties and shall be paid for such time, in addition to his/her regular salary, at the hourly rate of base pay calculated on the basis of the 21 pay

plan.

In the absence of sufficient volunteers, the unit administrator may assign teachers on a fair and equitable basis and the teachers shall be paid for such time in addition to his/her hourly rate of base pay.

Likewise, special teachers and special education teachers shall not be used as relief or substitute teachers except in cases of emergency as described above.

It is further understood that teachers will not be paid for lost preparation periods or lunch periods in case of field trips or other activities away from school premises.

**ARTICLE XI****COMMITTEES****A. INITIATION OF COMMITTEES**

The Board recognizes fully that the knowledge, training, experience, abilities, and talents of the teaching staff are its most important resources in planning and carrying out the school program in Highland Park and declares that its procedures shall include teacher involvement in curricular development, selection of textbooks, materials, and supplies, planning of facilities and special educational programs. The ultimate decision in all such matters rests with the Board and its designated administrators.

It is understood that the responsibility for initiation of all committees and appointment of their members lies with the Board and/or administration (although the Union may recommend committees).

**B. COMMITTEE FUNCTIONS**

A committee for the purpose of this provision shall be a group of people formally chosen and appointed by the Board or the administrator in charge to investigate, report or act on a matter directly related to the planning and carrying out of the school program in Highland Park.

When the need for a committee arises, the Union shall be notified and it will be posted. The administrator in charge will include in such notice the task of the committee, its approximate hours, the expected termination date, the qualifications of members, whether membership is on volunteered (non-paid) or compensated basis, and any expenses covered by the board and/or reasonable expenses expected of committee members.

"Tasks" as used herein include committee-related work done other than committee meetings by authorization of the committee chairperson and the administrator in charge.

**C. RATES**

The hourly rate of pay for compensable committee work as outlined above shall be one-tenth of one percent (.001) of the B.A. minimum salary, unless the teacher has a Master's or higher degree, in which latter case computation will be based on one-tenth of one percent (.001) of the base salary for the Master's degree.

**D. UNION PARTICIPATION**

It is agreed that when the Board and/or administration establishes any committee which includes teachers on curriculum development, selection of textbooks, materials and supplies, planning of facilities and special educational programs and such recommendations will be as follows:

- (1) When the Board and/or administration establishes the need for any such committee, the President of the Union will be given written notice at least ten (10) school days before appointments are made; which notice will include the following information:
  - a. Purpose of the committee
  - b. Name or names of the schools involved
  - c. Number of teachers to be appointed
  - d. Approximate time to be used by the committee
  - e. (If applicable) Rate of compensation for time spent on committee

**D. COMMITTEE REPORTS**

It is agreed that when the Board and/or administration establishes any committee which includes teachers, such teachers will participate actively in the committee's functioning; and, if the administration makes a final decision contrary to the recommendation of the majority of the committee, the administration will advise the committee, in writing, of the reasons for its decision. In any case, where the Superintendent recommends action to the Board on a matter which has been the subject of a report by a committee including teachers, the Superintendent will furnish the Board with copies of the report of the committee, including the minority report, if there be any.

**ARTICLE XII****STANDING CURRICULUM COUNCIL**

The Board agrees to establish a Curriculum Council whose purpose is to provide a forum for teachers and administrators to review the District's academic program and recommend revisions and extensions to the Superintendent. The Council shall meet on a regular monthly basis and determine for itself the need for additional sessions. Memberships on the Council shall include:

- 5 - P-8 Teachers
- 2 - 9-12 Teachers
- 1 - Special Education Traveling Staff
- 1 - P-8 Principal
- 1 - 9-12 Principal
- The Director of Curriculum
- Ass't. Superintendent, Planning and Evaluation
- The Director of Special Education

The Union will make recommendations for membership in accordance with Section XI-D.

The teachers will be paid a lump sum stipend (see Auxiliary Pay Schedule) on the final pay of the school year in accordance with the By-Laws of the Council.



**ARTICLE XIII****BUILDING AND INFORMATION COMMITTEES  
(As amended 1990-91)**

In order to improve the operation of the school program and in accordance with Public Act 25, building school improvement committees will be established. Such committees shall provide advise on the total operation of the school program. It is understood that such committees can address, but not be limited to, such matters as student activities, student behavior, management-staff relations, safety and health, emergency school closings, proposed changes in policies and procedures within any school and new policies and procedures proposed outside of a specific school but which might have impact upon such school.

In the elementary schools such committees shall consist of at least one teacher from each of the following grade clusters, K-3, 4-6, 7-8; one teacher from special subject areas, and one teacher from compensatory education and/or special education classes where appropriate. In the high school, the committee shall consist of one teacher from each department in the high school. In the Adult Education Day Program, the committee shall consist of one teacher from each of the following categories: Full-time GED, Part-time GED, Full-time High School Completion, part-time High School Completion and Adult Basic Education. In addition, non-teaching personnel, a parent representative, school board member, or other citizens of the community will be included.

While participation is voluntary, it is understood that each teacher has a professional responsibility to serve on the school improvement committee at some time. Meetings of the committee shall be convened at the call of the building principal or upon the written request to the principal by a majority of its members. It is understood that this is an advisory committee and final decisions relative to the operation of the school rest with the administration and/or Board of Education.

## ARTICLE XIV

## WORKING CONDITIONS - GENERAL

A. RIGHTS AS CITIZENS

When the teacher speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. The teacher bears a responsibility to clarify the fact that he/she speaks as an individual and not in behalf of the institution.

B. PREPARATION PERIODS

Each high school teacher shall have at least five 55-minute preparation periods per full school week. Teachers in grades K-8 shall receive at least one period of preparation time per full school day equal in length to an instructional period. Exceptions to the daily preparations period include days with field trips, half days for inservice, compensatory time, parent conferences, etc.

- (a) Teachers in grades 4 and 5 shall have at least five 40-minute preparation periods per full school week.
- (b) Teachers in grades P-3 shall have preparation periods in segments of 20 or 30 minutes (except special subject teachers, who may have 40-minute preparation periods) distributed as possible throughout the week. The length of the periods shall be consistent with the attention span and grade level of the student involved.
- (c) The Board shall provide coordinate planning periods for Drama and Cultural Program teachers in the High School.
- (d) In any school unit, respect will be given to the spirit of this agreement by an equitable assignment of the teaching staff. No teacher shall be given a schedule with less than the agreed to planning time. Neither shall any teacher be given a schedule with more than the agreed to planning time.

C. LUNCH PERIODS

Each teacher shall have a duty-free lunch period of no less than thirty (30) minutes.

D. LEAVING BUILDING

Teachers will be permitted to leave their buildings during

preparation periods upon specific previous approval from their principals.

**E. VISITING DAYS**

Upon recommendation by the principal and approval by the Personnel Director or the Superintendent, one visiting day per school year for the purpose of improving professional techniques or instruction shall be granted to any member of the professional staff. No deduction of pay or charge against any current leave allowance shall be made for any visiting day. Current practice on reimbursement for travel and other expenses will be continued.

**F. FIELD TRIPS**

It is agreed that field trips are an integral part of the learning process. Accordingly, the Board agrees to provide, whenever possible, which shall not be limited to the availability of funds, gasoline, buses, drivers, and any and all other necessary resources, for those field trips that the administration determines to be educationally sound. Priority will be given to those field trips that are required by the State Code, i.e., special education etc.

**G. TRIPS OF EXTRA-CURRICULAR GROUP**

Transportation, food, and lodging expenses of teachers on approved trips of extra-curricular groups will be reimbursed on the same basis as for other teachers.

**H. TRAVEL ALLOWANCE**

Teachers authorized to travel as part of their assignment will receive a travel allowance of twenty-five cents (25 cents) per mile.

**I. TRIP ACCOMMODATIONS**

Whenever teachers accompany students on field trips, excursions, camping trips, and are required to seek lodging, they shall have accommodations separate from those of the students where accommodations and proper supervisory requirements permit.

**J. NOTICE OF MEETINGS**

Normal procedure, with respect to system-wide or building meetings, will be to notify teachers of such meetings and provide them with agendas, two (2) days in advance. It is recognized that meetings on shorter notice and without agendas may sometimes be necessary, but it is understood that will

occur only where the need for the meeting arises at such a time as to make compliance with this provision impracticable.

**K. EMERGENCY CLOSING ANNOUNCEMENTS**

Every effort will be made to communicate announcements of emergency school closing to appropriate radio stations as early in the morning as possible (i.e., 6:00 a.m.). Stations WXYT, WJR, WWJ and WXYZ Channel 7 will be given first priority; additional radio and television stations will also be called as time and circumstances permit.

**L. EDUCATIONAL WORKSHOPS AND CONFERENCES - 25 cents/mile**

Upon recommendation by the principal and approval by the Personnel Director or the Superintendent, reasonable released time for the purpose of attending educational workshops or conferences dealing with teaching methods, curriculum development, or other matters directly related to the improvement of instruction may be granted to any member of the bargaining unit. No deduction in pay or charge against any current leave allowance shall be made for such released time. The teacher will be reimbursed for all reasonable travel, food, lodging and conference expenses. The rate of mileage when the use of a car is authorized shall be 25 cents per mile.

Staff members are encouraged to attend conferences for the upgrading of their work. Requirements, regulations and eligibility shall be established for attending such conferences.

Union-sponsored meetings of a professional nature will be considered to come within this section

It is agreed that notification of workshops and conferences shall be posted in each building. A full-time teacher will be given preference for any workshop, conference, or training program directly related to his/her teaching responsibilities before such is offered to a part-time or non-District employee.

**M. IN-SERVICE COURSES**

The Board agrees to continue to make available certain university contract courses for graduate credit at one-half the tuition cost. It further agrees that those teachers who enroll for "audit only" and not for credit will have their portion of the tuition refunded upon the successful completion of the course.

**N. TEACHER-PUPIL RATIO(P-12)**

The Board agrees to exert every effort, consistent with available funds and facilities, to maintain a ratio of 45 teachers for each 1,000 students in the P-12 grades. It is agreed that the teacher-student ratio will not be decreased below this point without prior consultation with the Union.

**O. PARAPROFESSIONALS**

A paraprofessional employed in a school will work under the guidance and direction of certificated teachers. The paraprofessional's tasks are clerical, monitorial, and/or reinforcement of instruction. The following tasks are professional and are performed by the teacher, not the paraprofessional: diagnose student needs, prescribe instructional programs, select appropriate materials, present or teach content, counsel with students, evaluate student progress and achievement.

The Board will continue to explore and, where possible, expand the utilization of paraprofessionals. Guides for the utilization of paraprofessionals will continue to be developed in consultation with teachers and paraprofessionals.

**P. PHYSICAL EXAMINATIONS**

**(1) Tuberculosis Examination**

Members of the bargaining unit are required to file proof of freedom from active tuberculosis, in accordance with state requirements.

The statement shall be on a form provided by the Department of Public Health, completed in full and signed by a physician licensed to practice in Michigan or by a local Health Department official. The statement shall be valid for three (3) years from the date of signing.

Employees shall hold a valid statement during their period of employment.

Evidence of freedom from communicable tuberculosis may be based on any one or more of the following: Skin Test, X-ray, sputum present or past, adequate chemotherapy or chemoprophylaxis.

**(2) Other Physical Examinations.**

Any questions as to the physical health and fitness of

an employee, exclusive of pregnancy, shall be resolved by the administrator in charge of Personnel and the individual, in conference with the school medical advisor after an examination. At the employee's option his/her own personal physician may participate in the conference. If the opinion of the Board's medical advisor is in conflict with the opinion of the employee's physician regarding the date on which the employee may resume his/her regular duties, the conflict shall be resolved by submitting the dispute to a third neutral physician (mutually agreed upon by the Board's physician and the employee's physician) whose opinion shall be binding on both parties.

Medical expenses for the Board's physician and the neutral physician incidental to the physical examinations resorted to in resolving such questions will be borne by the school district. Medical expenses for the employee's physician shall be borne by the employee.

3. Bargaining unit members in programs which require physical evaluations provide required evidence of compliance with the requirement.

Q. RETIREMENT

A member of the bargaining unit who reaches the age of 70 on or before July 1 of any budget year shall be retired as of July 1 of that year.

R. CALENDAR

The P-12 and Adult Education calendars attached to this Agreement shall be in effect for the 1989-90 school year; and the 1990-91 school year.

S. ADDITIONAL PLANNING TIME

One Wednesday morning inservice session (IRIP) prior to each K-8 card marking will be utilized for teacher planning or record keeping.

**ARTICLE XV**  
**EMPLOYEE COMPENSATION**

**A. Teacher Salary Schedule - 1989-90**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>Ph.D/Ed.D</u>
0	19,352	21,287	22,088	23,207
1	20,775	23,015	23,816	24,901
2	22,198	24,743	25,543	26,594
3	23,622	26,469	27,272	28,288
4	25,047	28,197	28,999	29,981
5	26,469	29,925	30,727	31,672
6	27,894	31,653	32,454	33,366
7	29,317	33,382	34,182	35,073
8	30,741	35,109	35,910	36,753
9	32,165	36,836	37,638	38,446
10	35,205	40,334	41,088	41,605
15+	36,187	41,467	42,159	42,849

Advancement to the Master's Degree plus 30 Semester Hours Track requires a Master's degree plus 30 semester hours of graduate credit which post-dates the Master's degree; provided, however, that undergraduate credit may be allowed on written permission of the Superintendent or Personnel Director granted before the course is taken.

B. Teacher Salary Schedule - 1990-91

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>Ph.D.</u>
0	20,900	22,990	23,855	25,064
1	22,437	24,856	25,721	26,893
2	23,974	26,723	27,587	28,722
3	25,512	28,587	29,453	30,551
4	27,050	30,452	31,319	32,379
5	28,587	32,319	33,185	34,206
6	30,126	34,186	35,051	36,035
7	31,662	36,052	36,916	37,879
8	33,200	37,918	38,783	39,693
9	34,738	39,783	40,649	41,521
10	38,022	43,560	44,375	44,934
15+	39,082	44,784	45,531	46,277

Advancement to the Master's Degree Plus 30 Semester Hours Track requires a Master's degree plus 30 semester hours of graduate credit which post-dates the Master's degree; provided, however, that undergraduate credit may be allowed on written permission of the Superintendent or Personnel Director granted before the course is taken.

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Longevity

On or before December 15, 1990, a longevity payment of \$500.00 will be paid to each K-12 teacher who has acquired 20 years of service in the school district by June 15, 1990.



C. AUXILIARY SCHEDULES - 1989-90

(1) <u>Athletics</u>	<u>1989-90</u>	<u>1990-91</u>
a. <u>HIGH SCHOOL - FALL</u>		
Head Football - Male	\$2,470	\$2,668
Head Reserve Football Male	1,615	1,744
Head Cross Country-Female	1,643	1,774
Head Tennis - Female	1,420	1,534
Head Swimming - Female	2,470	2,668
Head Golf - Coed	1,111	1,200
Asst. Football - Male	1,615	1,744
Asst. Reserve Football/Male	1,211	1,308
Asst. Basketball-Female	1,615	1,744
Cheerleading (Fall & Winter)	1,643	1,774
Pom Pom (Fall & Winter)	1,643	1,774
Head Basketball (Female)	2,470	2,668
b. <u>MIDDLE SCHOOL - FALL</u>		
Head Football - Male	\$1,209	\$1,306
Assistant Football - Male	922	996
Head Basketball - Female	1,209	1,306
c. <u>HIGH SCHOOL - WINTER</u>		
Head Basketball - Male	\$2,470	\$2,668
Head Swimming - Male	2,470	2,668
Head Volleyball - Female	1,643	1,774
Head Wrestling - Male	1,643	1,774
Asst. JV Basketball - Male	1,643	1,774
Asst. Freshman Basketball-Male	1,350	1,458
Asst. Swimming - Male	1,615	1,744
Freshman Swimming - Male	946	1,022
Asst. Volleyball - Female	1,040	1,123
Asst. Wrestling - Male	1,153	1,245
d. <u>MIDDLE SCHOOL - WINTER</u>		
Head Basketball - Male	\$1,209	\$1,306
Head Swimming - Coed	1,209	1,306
Asst. Basketball - Male	922	996
e. <u>HIGH SCHOOL - SPRING</u>		
Head Baseball - Male	\$1,643	\$1,774
Head Track - Male	1,643	1,774
Head Tennis - Male	1,376	1,486
Dance	1,376	1,486
Head Track - Female	1,643	1,774

Head Softball - Female	\$1,643	\$1,774
JV Baseball - Male	1,209	1,306
Freshman Baseball - Male	1,040	1,123
Assistant Track - Male	1,211	1,308
Assistant Track - Female	1,211	1,308
Assistant Softball - Female	1,211	1,308
Freshman Track - Male	1,040	1,123

f. MIDDLE SCHOOL - SPRING

Head Track - Male	\$ 922	\$ 996
Head Volleyball - Female	922	996

	Services Required	Amount of Pay
(2)	<p>Consultants: Up to five days of work either prior to and/or after school year will be scheduled by the Curriculum Director with specific tasks defined.</p> <p style="margin-left: 20px;">Math Reading Computer Science</p> <p>In addition, up to 40 hours during the school year will be scheduled by the Curriculum Director for planned staff development activities.</p>	<p>Individual rate for extra five (5) days.</p> <p>Extra-contractual rate for staff development curriculum development</p>
(3)	<p>Librarian/Media Center Up to 30 hours for after-school opening of building Media Centers for students on a schedule approved by the building principal.</p>	<p>Extra-contractual rate for staff development curriculum development</p>
(4)	<p>Guidance Counselors Five (5) days before and five (5) days after the school year.</p>	<p>Individual daily rate</p>
(5)	<p>Music: Up to 35 hours of after-school practice for planned performances and up to 25 hours of actual</p> <p style="margin-left: 20px;">Elementary Vocal/ Secondary Vocal</p>	<p>Extra-contractual rate for staff development</p>

- |      | programs will be<br>paid for   | curriculum<br>development  |   |
|------|--|--|---|
| (6)  | Teacher<br>Coordinator:<br>Teen Mothers  | Up to and including<br>five (5) days before<br>or after the school<br>year.  | Individual<br>daily rate  |
| (7)  | High School<br>Department<br>Chairpersons  | During year department<br>coordination activities<br>will be compensated at<br>a rate according to<br>department size: |   |
|      |  | <u>1989-90</u>   |   |
|      |  | 0 - 7 staff  | \$1,299.00  |
|      |  | 8 - 14 staff   | 1,557.00  |
|      |  | 15 - 21 staff  | 1,817.00  |
|      |  | 22+ staff  | 2,207.00  |
|      |  | <u>1990-91</u>   |   |
|      |  | 0 - 7 staff  | \$1,403.00  |
|      |  | 8 - 14 staff   | 1,682.00  |
|      |  | 15 - 21 staff  | 1,962.00  |
|      |  | 22+ staff  | 2,384.00  |
| (8)  | Vocational<br>Education<br>Teachers with<br>Vocational<br>Education<br>Certification | Teaching in a state<br>approved vocational<br>education program.   | 1989-90 - 286/sem.<br>1990-91 - 309/sem.  |
| (9)  | Instrumental<br>Music<br>Teachers  | Up to 35 hours of<br>after-school<br>rehearsal time<br>will be compen-<br>sated.                                       | Extra-contractual<br>rate for staff<br>development/<br>curriculum<br>development. |
|      |  | Up to 35 additional<br>hours of after-<br>school perfor-<br>mance time will be<br>compensated.                         |   |
| (10) | High School<br>Drama Coach   | 60 hours for after-<br>school rehearsal<br>and production.   | Extra-Contractual<br>rate for staff<br>development/<br>curriculum<br>development. |

- |      |  |  |  |
|------|--|--|--|
| (11) | WHPR Director  | 60 hours for after-school operations of the radio stations.  | Extra-Contractual rate for staff development/curriculum development. |
| (12) | Curriculum Council Members                             | members must attend at least 7-10 meetings of the council to be eligible for the stipend as per the council By-Laws.             | 1989-90 - \$520<br>1990-91 - \$562                                   |
| (13) | Psychological Diagnosticians                           | Up to 40 hours of approved activities. Items to be approved in advance by director of Auxiliary Services.                        | Extra-Contractual rate for staff development/curriculum development. |
| (14) | POHI, TC, Speech/ Language, Home-bound, Social-workers | Approved staff development activities and hourly credit for satisfactory completion of Annual reviews up to a total of 40 hours. | Extra-Contractual rate for staff development/curriculum development. |
| (15) | ROTC   | Approved after school practice and performance time up to 40 hours.  | Extra-contractual rate for staff development/curriculum development. |
| (16) | Special Education                                      | Up to 40 hours in approved staff development activities along with hourly credit for special education.                          | Extra-contractual rate for staff development/curriculum development  |
|      |  | Teacher Consultants will coordinate building programs with full service (EMI, L.D., E.I.)  |  |
|      |  | Initial and three-year comprehensive re-evaluation planning committee  |  |

meetings conducted  
after the school day (1 hr./student)

Post-initial planning  
committee meetings  
conducted after the  
school day.  
(1 hr./student)

- |      |  |  |   |
|------|--|--|---|
| (17) | High School<br>Senior Class<br>Sponsor | Up to 60 hours of<br>approved after-school<br>activities.                                | Extra-Contractual<br>rate for staff de-<br>v e l o p m e n t ,<br>curriculum,<br>development. |
| (18) | High School<br>Publications<br>Sponsor | Up to 75 hours of<br>approved after-<br>school activities.                               | Extra-Contractual<br>rate for staff<br>development, curri-<br>culum, development              |
| (19) | Athletic<br>Director                   | 60 hours for after-<br>school activities<br>approved by Superin-<br>tendent or designee. | Extra-Contractual<br>rate for staff de-<br>velopment, curri-<br>culum, development.           |
| (20) | Senior Class<br>Sponsor                | 60 hours for after<br>school activities<br>approved by Super-<br>intendent or            | Extra-contractul<br>rate for staff de-<br>velopment, curri-<br>culum development.             |

D. SPECIAL PAY RATE

<u>Assignment Description</u>	<u>Rate of Pay</u>
(1) Assigned Substitute Teachers BA Degree MA Degree	Rate to be computed at 0.1 of of 1%, Step 0 at appropriate degree level
(2) Class coverage rate for P-12; teaching homebound	Hourly rate of pay on 21 pay plan.
(3) Extra-contractual rate for staff development and/or curriculum development activities (committee work)	Rate to be computed at 0.1 of 1%, Step 0 of BA or MA track.
(4) Driver Education a) Classroom	1989-90 - \$ 15.57 /contract hr.

- |     |   |  |
|-----|---|--|
|     | Instruction   |  |
| b)  | On-the-Road<br>Instruction  | 1990-91 - \$ 16.82/contract hr.                        |
| (5) | Adult/Education<br>Part-time staff  | Rate to be computed at 0.1 of<br>1%, BA or MA minimum. |
|     | a) Credit classes   |  |
| (6) | K-12 Summer School  | 1989-90 - \$ 18.16<br>1990-91 - \$ 19.61               |
| (7) | No person hired to teach in the summer school or night school shall receive a compensation greater than that paid for any teacher having equal experience and qualifications already employed by the Board. |  |
| (8) | Teachers will be allowed to voluntarily participate in stipend or non-stipend workshops of their choosing. Descriptions of such workshops will be provided to the Union in advance.                         |  |

**E. BOARD PAID RETIREMENT**

In addition to the salaries, the Board will pay the teachers' share of the retirement fund contribution to the Michigan Public School Employees Retirement Fund, beginning with August 16, 1976, for the P-12 portion of the School District. It is understood that any employee contribution either voluntary or required under the revised retirement act of 1985 will be paid by the employee.

**F. JURY DUTY**

Any teacher called for jury duty will cooperate fully with the administration in requesting excuse or deferment; if denied, and the Jury Commission requires the teacher to serve during the school year, the teacher will be paid the difference between jury pay and his regular salary.

**G. PAY PLAN**

Each bargaining unit member shall have the right to elect either a ten or twelve month pay plan. The employee's elected pay plan shall continue in effect for the duration of the contractual relationship until and unless the employee notifies the Payroll Department of an election change in writing. Such change shall be accepted no later than fifteen (15) days prior to the first pay date of the school year. Employees shall be notified of this option prior to the end of the school year as well as simultaneously with summer notices of vacancies and/or anticipated vacancies.

**H. PAYCHECK DEDUCTIONS**

Beginning January 1, 1974, the Board shall provide a cumulative sub-total of deductions on each pay check. Beginning January 1, 1974, the Board shall provide Detroit income tax payroll deduction services for Detroit residents who request such services in writing.

**I. CREDIT UNION DEDUCTION**

The Board of Education shall provide payroll deduction services for transacting business with the Highland Park School Employees' Credit Union. Such deductions may be arranged for savings as well as to repay loans.

**J. EXPERIENCE CREDIT**

Effective July 1, 1966 (but not retroactively effective for teacher who began employment prior to July 1, 1966), experience credit on the salary schedule will be granted as follows:

- (1) Teaching experience in other systems - maximum of six (6) years for teachers who began employment after July 1, 1966; maximum of seven (7) years for teachers who began employment after July 1, 1967; maximum of eight (8) years for teachers who began employment after July 1, 1968; maximum of nine (9) years for teachers who began employment after July 1, 1969; maximum of ten (10) years for teachers who began employment after July 1, 1970.
- (2) Peace Corps - full credit.
- (3) Leave to teach in foreign country (including Exchange Teaching) - full credit.
- (4) Sabbatical Leave - full credit.
- (5) Military service after certification as teacher - full credit for years in service.
- (6) If a teacher who has left the system returns within five (5) years, he or she will be credited with all prior service within and outside the system.

School social workers who have completed a required two-year Master's degree in social work shall be credited for salary purposes as being on the Master's Degree Plus 30 Semester Hours Schedule.

**K. CLASSIFICATION OF TRACE AND INDUSTRY TEACHERS FOR PLACEMENT**

**ON SALARY SCHEDULE**

Beginning with new teachers hired during the 1976-77 school year, the Board shall grant up to ten (10) years credit on the appropriate salary schedules for degreed and non-degreed vocational trade and industrial teachers for experience gained in industry and other employment directly related to their teaching assignments.

The term "trade and industry: as used above shall be defined by the Division of Vocational and Technical Education of the Department of Educational.

**L. SALARY CHANGES**

A salary change resulting from a permanent or temporary change in position shall take effect with the assumption of the duties of the new position.

A salary schedule advancement following completion of additional educational requirements shall take effect the first day of the pay period next following the formal filing of the approved credentials with the Personnel Director. Where the teacher has completed the necessary work and has filed application with the Personnel Director for advancement on the salary schedule, but credentials are not received until a later date, the pay adjustment will be retroactive to the first of the pay period next following the teacher's filing of application with the Personnel Director.

**M. TUITION WAIVER**

All full-time contractual members of the bargaining unit and their spouses and children shall be allowed to take courses at the College for credit without payment of tuition. Such persons shall not be counted in determining the minimum number of students required to warrant conducting a class.



**ARTICLE XVI****INSURANCE****A. LIFE INSURANCE**

The Board agrees to pay the necessary premiums to provide group term life insurance for each member of the bargaining unit in the amount of \$50,000 for death and \$50,000 for accidental death and dismemberment for 1989-90; and \$55,000 for death and \$55,000 for accidental dismemberment for 1990-91.

**B. DENTAL INSURANCE**

For the duration of this Agreement, the Board agrees to pay the full premium for employees and dependents for a dental insurance package which shall include:

(1) Seventy-five percent (75%), Class I benefits:

- a. Basic Services
- b. Preventive Services
- c. Restorative Services
- d. Oral Surgery Services
- e. Endodontic Services
- f. Periodontic Services

(2) Fifty percent (50%) of Class II benefits:

- a. Prosthodontics Services

(3) Maximum coverage shall be \$900.

It is understood that a dental plan coverage shall be identical or superior to the plan and services of the Delta Dental Plan proposed at the bargaining table. A plan shall be purchased for each individual regardless of marital status. Employees with coverage under external plans inferior to the above plan shall not be excluded.

**C. HOSPITALIZATION AND MEDICAL INSURANCE**

Bargaining unit members may elect either the Blue Cross-Blue Shield MVF-1 Plan with F.A.E. (First Aid Emergency), M. L. (Medical Laboratory), and the I.M.B.O.B. (Pre and Post Maturity Care) of hospital-medical surgical insurance, including Master Medical (Option 4) and prescription Drug Coverage as described in the brochure furnished to the Union, or equivalent coverage under Michigan Health Maintenance Organization. For the duration of the Agreement, the Board agrees to pay full premium for employee and dependents' semi-private coverage under either of said plans for all bargaining

unit members who enroll, but not exceeding the cost of employee and dependents' semi-private coverage under the Blue Cross-Blue Shield plan.

**D. BOARD RESPONSIBILITY**

Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The Board's only responsibility shall be for payment of premiums as above set forth.

The Board will pay necessary insurance premiums for a teacher on leave with pay.

The Board will permit a teacher who desires to do so to continue insurance coverage during leaves without pay by paying the necessary premiums to the Board prior to the premium due dates.

**E. INSURANCE COVERAGE DURING MATERNITY LEAVE**

In cases of Maternity Leave where the teacher has sick leave days available and sick days are used for Maternity Leave as provided in Section XVIII-C, the Board will pay any insurance premiums falling due prior to exhaustion of the teacher's sick leave days. Otherwise, the Board shall have no responsibility for payment if insurance premiums during Maternity Leave (or during Child Care Leave), but the Board will permit any teacher who desires to do so to continue insurance coverage during Maternity Leave or Child Care Leave by paying the necessary premiums to the Board prior to the premium due dates.

**F. LIABILITY INSURANCE**

The Board agrees to provide liability insurance for all teachers and instructors participating in the nursing program in the High School, and as mandated by the National League of Nursing and State Board of Licensures.

**G. OPTICAL**

The plan in effect will be the "Plan III Basic Family Eye Care Program".

## ARTICLE XVII

## EVALUATIONS AND PERSONNEL FILES

Each teacher shall be shown and shall sign all Personal Experience Reports or other evaluations of the Teacher's Professional Performance made by the supervisor. The teacher shall have the right to file an answer to any such materials. Any such materials may be examined by the teacher upon reasonable request. Each teacher may add any professional evaluations to his/her file as he/she chooses.

It is understood that informal conferences between the administrator and the teacher, for professional improvement or disciplinary investigation, may be conducted off the record and shall not be included in the employee's personnel file or record.

No material shall be placed in a teacher's file unless the teacher is shown such material and given the right to file an answer thereto, which shall be attached to or kept in the same file with such materials. At the teacher's request, and at his/her expense, the Board will reproduce any materials in his/her file. No letters from parents will be placed in a teacher's file.

No derogatory statements, including reprimands, shall be kept in a teacher's personnel file for more than four (4) years, in accordance with State Law.

A teacher shall have the right to have removed from his/her file any material placed therein in violation of the foregoing provisions. Furthermore, any material or statement which is in error or incorrect shall be expunged from the teacher's personnel file.

**ARTICLE XVIII**  
**LEAVES OF ABSENCE**

**A. SABBATICAL LEAVE**

**(1) Authorization**

Sabbatical Leaves of Absence may be granted to members of the bargaining unit. The granting of such leaves are subject to approval by the Board of Education upon recommendation of the Superintendent of Schools, when in their considered judgement the professional competence of the staff member and the general welfare of the public schools will be benefited.

The rules and regulations of the Highland Park Sabbatical Leave Program are authorized by, and shall be interpreted in accordance with, Section 452 of the School Code of 1955 (M.S.A. Sec. 15.3572) and any amendments thereto.

**(2) Eligibility and Qualification**

Any member of the bargaining unit who meets the qualifications shall be eligible to apply for Sabbatical Leave under the following conditions and requirements:

- a. Applicant must hold a Life or Permanent Certificate, and must be on a continuing tenure contract.
- b. Applicant must have seven (7) consecutive years of service as a full-time employee in the Highland Park Public School System. Absence from service in the District for a period of not more than one year under a leave of absence without pay, granted by the Board of Education for professional improvement or for restoration of health shall not be deemed a break in the continuity of service required by this section but shall not be included as a year of service in computing the seven (7) consecutive years.
- c. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of service as a full-time employee.
- d. A maximum of two percent (2%) of the total bargaining unit may be granted Sabbatical Leaves each year. Insofar as possible, leave shall be

granted in proportionate distribution among the various teaching divisions of departments of the professional staff. Not more than a ratio of 1 to 10 or a major fraction thereof in a division or department may be granted Sabbatical Leave in any one semester.

For purposes of interpretation of this procedure, the term "division" shall mean administrative unit. The term "department" shall mean the commonly defined system-wide departments and those found in the High School. If at any time the number of applicants eligible and requesting Sabbatical Leave exceeds two percent (2%), and the remaining number of applicants will be placed on an alternate list in order of priority.

- e. A Sabbatical Leave may be granted for a period of not more than one (1) full semester nor for more than two (2) full consecutive semesters.
- f. As a condition of receiving final approval for a Sabbatical Leave, a staff member shall file with the Secretary of the Board of Educational written agreement stipulating that he/she will remain in the service of the Highland Park School System for a period of one year following the expiration of said leave. (See following sections for conditions governing default of this agreement.)

(3) Purposes of Sabbatical Leave

Sabbatical Leave is granted to bargaining unit members to enable them to improve their abilities and increase their value to this school district. Such improvement is usually achieved by formal study, research, and/or writing. Applications for Sabbatical Leaves for other types of activities (including travel) will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

- a. For Formal Study - A plan of work shall be outlined which will qualify the applicant for a higher credential in his/her profession, or which will include a program of recognized courses intended to improve the present or prospective service of the applicant in his/her profession.

- b. For Research and/or Writing - The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his/her profession.
- c. For Other Reasons - A plan shall be submitted stating the professional objectives which are to be achieved through the opportunities afforded by the leave and also stating the expected value to the school system. It is understood that travel is included among the authorized purposes of Sabbatical Leave where such travel meets all other requirements for Sabbatical Leave.

(4) Application Requirements and Procedures

Applications for Sabbatical Leave must be filed with the Superintendent of Schools. The due date of such applications shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application.

The following additional conditions and procedures shall control with reference to applications for Sabbatical Leave.

- a. In recommending approval of an application, the Superintendent shall consider the following factors:
  - 1. Date of filing application.
  - 2. Purpose of the leave.
  - 3. Seniority in the school system.
  - 4. Professional growth of the staff member in relation to the purpose of the leave.
  - 5. Potential benefit to the school system if the purposes of the leave are achieved.
  - 6. Other factors deemed important.
- b. Approval of a Sabbatical Leave by the Board of Education will be contingent upon securing an employee qualified to assume the applicant's duties.

- c. Within sixty (60) days following approval but not later than June 30 for leaves beginning with the first semester and January 1 for leaves beginning with the second semester, the individual who has been granted a Sabbatical Leave once accepted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
- d. A teacher who has been granted a Sabbatical Leave will execute a contract, substantially similar to the form in use during the 1967-68 school year, in which the teacher agrees to comply with the requirements for Sabbatical Leave and agrees to return to the Highland Park system for at least one year or repay all salary paid to the teacher during the Sabbatical Leave period.

(5) Requirements and Status While on Sabbatical Leave

a. Financial

- 1. Compensation for a staff member on Sabbatical Leave shall be full pay for a one semester leave and one-half pay for a two-semester leave, at a rate determined by the individual's placement on the salary schedule. Staff members who are recipients of grants, or other financial assistance shall file a statement of such financial assistance, exclusive of food, allowances for travel, and lodging prior to the beginning of the Sabbatical Leave. Compensation paid by the Board of Education may be adjusted so that the combined incomes shall not exceed the amount that would have been paid to the employee had he remained in full staff status with the Board of Education. The Superintendent may recommend a deviation from this policy in unusual situations.
- 2. Payment of salary to a staff member on Sabbatical Leave shall be more in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Business Office informed to his/her address at all times.

3. For salary schedule purposes, only a term of Sabbatical Leave shall be considered as experience when computing salary at the beginning of the next full year at school following his/her return to service in the system.
4. The regular sick leave policy shall apply to an employee on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.
5. A Sabbatical Leave granted to a member of the bargaining unit shall also operate as a leave of absence without pay from all other school activities.

b. Reports required while on Sabbatical Leave

An employee on Sabbatical Leave must report to the Superintendent as follows:

1. An employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
2. An interim report shall be filed at the mid-point for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
3. A final report shall be filed with the Superintendent in accordance with the provisions as stated in Section (6) (c).
4. The Superintendent may require, and the employee shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.



(6) Requirements and status upon return from Sabbatical Leave:

- a. At the expiration of a Sabbatical Leave, the employe shall be restored to his/her position or to a position of like nature, seniority, status, and pay; provided that the employee remains eligible for reinstatement under other provisions of this agreement.
- b. If an employee does not remain in the Highland Park Public School System for one (1) year immediately following his/her Sabbatical Leave, he/she shall within two (2) years repay the Board of Education the amount of money received from the Board of Education during the Sabbatical Leave period. This rule does not apply in cases wherein the person becomes incapacitated, or in cases wherein the rule is waived by the Board of Education.
- c. Each employee returning from Sabbatical Leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again resumes active service. The report shall include the names of the institutions attended, courses pursued, transcript of credits received, experience gained or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee shall not be considered as having completed the obligations of the Sabbatical Leave until his/her final report has been received by the Superintendent.

B. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

- (1) Any person who has been employed by the Board of Education for a minimum period of three consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be one one-half of a work year or for a maximum of one full work year. Applications for Personal Leave of Absence must be submitted by March 1 for leaves beginning the first half of a work year and by October 15 for leaves beginning the second half of a work year. Such leaves are not to be counted as credit toward steps on any salary schedule.

- (2) A Personal Leave of Absence will not be granted immediately following a Sabbatical Leave. A personal leave may be requested after one year of service has been completed following the Sabbatical Leave.
- (3) If, at the expiration of the personal leave, a person wishes to resume employment with the School District, it shall be his/her responsibility to initiate a request on or before the above dates, as listed in paragraph (B-1), of the year preceding the expected resumption of employment. The failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

If request for resumption of employment at the beginning of the school year is submitted by the preceding March 1, the teacher will be returned at the beginning of such school year to a position in the school district for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester to a position in the school district for which the teacher is qualified, if a vacancy then exists, the teacher will be returned at the beginning of the ensuing school year to a position in the school district for which the teacher is qualified.

C. MATERNITY LEAVE OF ABSENCE

- (1) The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the teacher and the certification of pregnancy by the teacher's physician. Such leaves will be counted as credit toward steps on any salary schedule.
- (2) The teacher shall notify the administration in charge of personnel by a written statement from her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the teacher can continue full-time employment in her position without either: (a) danger to the teacher's health or that of the child's, or (b) impairment in any way of the teacher's ability to perform her duties.
- (3) The effective date of separation for maternity reasons shall be the date specified by the teacher's physician as described in sub-section (2) above.

- (4) Within two (2) weeks after delivery, the teacher shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the teacher herself is concerned and without respect to any aspect of care and feeding of the child, the teacher is able to resume full-time employment in her position without danger to the teacher's health and without impairment in any way of the teacher's ability to perform her duties.
- (5) The date of resumption of employment in her position shall be the date specified by the teacher's physician as described in sub-section (4) above.
- (6) The teacher may apply sick leave to her Maternity Leave up to the full extent of that teacher's sick leave available under the provisions of this agreement.
- (7) The Board reserves the right, at its option and expense to have the teacher examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section (4) above. The teacher will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the teacher with a statement specifying the same information as that required from the teacher's physician as described in sub-section (4) above. In the event of conflict between the statements of the two physicians, a third party physician shall be selected by the teacher's physician and the Board's physician. The statement of the third party physician shall control. The cost of a third party physician shall be borne equally by the Union and Board.
- (8) Any teacher who fails to comply with any of the foregoing requirements shall lose her right to apply sick leave to her Maternity Leave (see sub-section (6) above), and if sick leave pay has already been paid, shall repay the amount of such sick leave pay.

**D. CHILD CARE LEAVE OF ABSENCE**

- (1) The Board of education shall grant a leave of absence without pay for care of a teacher's new-born child upon written request for such leave by the teacher and certification of the birth by the teacher's physician. Such leaves will not be counted as credit toward steps on any salary schedule.

- (2) The request for Child Care Leave shall be submitted a at the same time as the request for maternity leave described in Section C above. The Child Care Leave will begin at the date of expiration of Maternity Leave as described in Section C (4) above, and will end, at the teacher's option, at the beginning of either the first or second year following expiration of the Maternity Leave and at no other time.

**Examples:**

- a. Child born April 1, 1978, Maternity Leave expires April 15, 1978. Child Care Leave expires, at teachers's option, either at beginning of 1978-79 school year or at beginning of 1979-80 school year.
- b. Child born October 15, 1978, Maternity Leave expires October 30, 1978. Child Care Leave expires, at teacher's option, either at beginning of 1979-80 school year or at beginning of 1980-81 school year.
- (3) The teacher shall specify her election as to the ending date of Child Leave in her application for such leave. Such election may not thereafter be changed without written consent of the Superintendent.
- (4) Upon expiration of Child Care Leave, the teacher will be returned to a position in the school district for which she is qualified, at the salary schedule step for which she was eligible when she left on Maternity Leave; provided, however, that a teacher who completes five (5) months of teaching during the school year in which Maternity Leave is granted will be credited with an increment on the salary schedule.

**E. MILITARY LEAVE OF ABSENCE**

- (1) Military Leave shall be allowed in cases where an employee is drafted or where he may volunteer in anticipation of the draft, or is recalled to active duty. Such Military Leave, after an employee has been employed in the schools of Highland Park, shall count toward all salary schedule steps and retirement benefits.
- (2) Any regular employee of the Highland Park Public Schools who may enlist, or be drafted, or be recalled into the defense forces of the United States for service training, shall make application in writing for Military Leave; and shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule then in effect, supported by competent written proof that said applicant is fully

qualified to perform the duties of said position. Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from date of said release or discharge.

**F. PERSONAL BUSINESS LEAVE**

- (1) A staff member will be allowed absence with pay, totalling not more than five (5) days within each school year, for personal or private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours.
- (2) Except in cases of emergency, Personal Business Leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.
- (3) All requests for Personal Business Leave shall be in writing, shall state the circumstances and shall be initiated with the unit administrator (Principal). Except in cases where extreme emergency circumstances prevent, approval of a teacher's request for Personal Business Leave must be obtained from the unit administrator and the Personnel Director in advance of the absence. A denial at any level of a request for Personal Business Leave shall include a written reason for such denial, in which event the teacher shall have a right to appeal directly to the Personnel Director and/or Superintendent for final approval or disapproval.
- (4) In unusual cases involving particularly private or confidential circumstances, the unit administrator and Personnel Director may act on the basis of a verbal rather than a written statement of the circumstances. However, the request for Personal Business Leave shall be in writing.
- (5) Except in cases of extreme emergency, failure to submit a written request for Personal Business Leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence.

**F. FAMILY LEAVE**

Leave, with pay, for not more than five (5) days within each school year, may be allowed for illness or death in an employee's immediate family. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Immediate family includes: spouse, children, father, mother, brother, sister, father-in-law, and mother-in-law of the employee. The Superintendent may extend this definition upon application for such extensions in unusual cases.

#### H. SICK LEAVE - PERSONAL ILLNESS

##### (1) Purpose

The purpose of sick leave is to provide the benefit of income protection for a limited time to the employee who is forced to lose time from work because of illness or other physical incapacity.

Policies governing the use of sick leave are intended to protect the interest of each employee as an individual of all employees as a group and the School District.

##### (2) Short-Term Sick Leave Banks (Annual)

Fifteen (15) short-term leave days shall be allotted each employee each year to be used as necessary during that school year; the unused portion may be accumulated into the long-term sick leave bank at the beginning of the next school year. If the time of initial employment is other than the beginning of the school year, the short-term bank will be prorated for that school year.

The balance of the accumulated days only will be paid out to the employee upon retirement at a rate of thirty-five percent (35%).

##### (3) Accumulation and Pay-Out Computations

The accumulated days to be carried over into the next school year and added to the long-term bank shall be ascertained by adding together the following: (1) bonus days from 1979-80 incentive plan; and (2) any accumulated days from the prior years; and (3) the allotted Long-Term Bank; and (4) the remainder (unused portion) of the current Short-Term Bank. Then subtract from this amount: (1) the total number of Long-Term (security) days allotted for the school year; and (2) the actual Long-Term Days used during the school year.

This same formula shall be used at retirement to compute the accumulated days available for pay-out. Then the pay-out days shall be multiplied by thirty-five percent (35%) and the pay-out amount shall be computed by applying the teacher's daily rate of pay.

(4) Long-Term (Security) Banks

- a. At the time of initial employment, each individual shall have no Long-Term sick leave privilege.
- b. After one (1) year and through the fifth (5th) year of continuous service in the Highland Park Schools, a member of the staff shall have a total of forty (40) days of Long-Term sick leave available at the beginning of each school year, except as hereinafter provided.
- c. After five (5) years of continuous service in the Highland Park Schools and each year through the tenth (10th) year of such employment, a member of the staff shall have a total of seventy (70) days of Long-Term sick leave available at the beginning of each school year, except as hereinafter provided.
- d. After ten (10) or more years of continuous service in the Highland Park Schools, a member of the staff shall have a total of seventy-five (75) days of Long-Term sick leave available at the beginning of each school year, except as hereinafter provided.
- e. Current employees (1979-80) with one-hundred days entitlement under the current (1979-80) sick plan will have Long-Term (security) Banks of one hundred (100) days when this plan commences in 1980-81 (Form of Grandfather Clause).

(5) Availability of Long-Term Sick Days

Long-term sick days shall be effective and available only after ten (10) consecutive days out for illness and upon submission of a doctor's statement of the nature of the illness and expected.

(6) Inability to Assume Assigned Duties

If a person is unable to resume assigned duties after sick leave entitlement expires, they shall be placed on leave without pay and may continue on such leave for a period not to exceed one year.

If at the end of a year on such leave without pay, they are unable to resume their assigned duties, their employment will terminate. However, if at some later time the person is deemed able to resume employment, they will rank first for consideration among candidates for any position for which they are qualified and upon re-

employment, shall receive rights and benefits commensurate with those available to him/her at the time of his/her incapacitation.

Under provisions (2), (3) and (4) above, if at some time during the year in which he/she is on leave without pay, he/she is deemed able to resume his/her assigned duties, he/she will, for the remainder of the half work year in which he/she resumes his/hr assigned duties, be entitled to ten (10) days of sick leave, and at the beginning of the next half work year, he/she again will have available the full sick leave to which his/her year of service entitle him/her.

A person who concludes a work year on sick leave and who is unable to resume his/her assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous work year.

7. Excessive use, Misuse, and Abuse of Sick Leave

Sick leave is to be utilized for the purpose intended; however, it is agreed between the parties that sick leave shall not be used excessively, misused or abused. When there are objective grounds to reasonably suspect that sick leave is being used excessively, misused or abused, the Board may investigate the situation. In cases of excessive use, misuse or abuse, the Board shall adopt and apply reasonable corrective measures.

The Board, at its own expense, shall have the right and opportunity to have an examination made of the person whose injury or sickness is the basis of the claim or investigation when and as often as it may reasonably require during the pendency of the claim (for injury or sickness) or investigation. If upon such examination it appears the person is not sick, then all sick leave for such person shall terminate forthwith.

Further, it shall be the prerogative of the Board of Education to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement of any employe whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.

8. Authorization to Return from Sick Leave

Employees will not be permitted to return to their assignment without permission of the Superintendent if



it is necessary for them to use crutches, or if portions of their body are encumbered by bandages or in slings, or if the condition of the body is such as to be deemed hazardous to their personal welfare and safety.

Employees who have been absent ten (10) or more consecutive work days because of illness shall, upon their return and before resuming their assigned duties, furnish to the administrator in charge of personnel a certification of fitness to resume their normal duties. Such certification shall be signed by a competent physician of the employee's own choice, shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his/her assigned duties.

9. Exceptions

Exceptions to any provision defined under the preceding sections may be made in any individual case only with the specific and express approval of the Board of Education.

10. Worker's Compensation

Employees sustaining injury or occupational disease arising out of and in the course of employment by the Board of Education shall be continued on the payroll to the extent of their sick leave reserve; provided that where they receive income under the Michigan Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain their regular salary for a period not to exceed their sick leave reserve and such reserve shall be charted only for that portion in excess of the compensation payment.

11. Batteries (Assaults)

Upon request of any teacher who has suffered a battery during the performance of duties, including extra-contractual, night school and summer school, and provided that the battery has been duly reported under existing procedures, the Board will advise such teacher of his/her rights under the law.

The employee shall be continued on the payroll until able to perform his/her duties. Any payment(s) received under the Michigan Worker's Disability Compensation Act and Social Security act resulting from the employee's inability to resume his/her duties, will be credited toward the employee's gross earnings, and no portion of

the time lost will be charged against any sick leave bank.

12. Absence Report Form

The Employee Absence Report Form must be completed in full and signed by the employees who have been absent when they resume their duties following an absence. "As soon as they resume their duties" shall mean not later than the second full day of employment following an absence. Failure to do so shall cause the employees to forfeit their "leave" rights "with pay".

The Absence Report Form shall be obtained from and returned to their principal, supervisor, or immediate administrator. The completed form, attached to the Payroll Time Sheet, shall be forwarded by the principal, supervisor or immediate administrator via the Payroll Department to the administrator in charge of Personnel.

13. Summer School

P-12 will receive one sick leave day for each twenty (20) school days of summer school employment.

I. LEAVE TO TEACH IN FOREIGN COUNTRY  
(Including Exchange Teaching)

1. Any teacher who has been employed by the Board for a minimum period of three (3) consecutive years may, on written request, be allowed a leave, without pay, for the purpose of teaching in a foreign country, provided an adequate replacement can be found. Such leave may be for one semester or for a maximum of one school year upon the recommendation of the Superintendent and approval by the Board of Education. Applications must be submitted to the Personnel Director by May 1 for a leave beginning the first semester and by December 1 for a leave beginning the second semester. Such leaves will be counted as credit toward steps on the salary schedule. No more than three (3) such leaves may be in effect at any one time. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extension shall not be subject to the grievance procedure.
2. If at the expiration of such leave the teacher wishes to resume employment with the School District it shall be his/her responsibility to initiate a request to the Personnel Director on or before May 1 of the leave year for resumption of employment at the beginning of the fall semester and on or before December 1 of the leave semester for resumption of employment at the beginning

of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the teacher will be returned at the beginning of the school year to a position in the School District for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the teacher will be returned at the beginning of the second semester to a position in the School District for which the teacher is qualified, if a vacancy in such a position then exists; if no such vacancy then exists, the teacher will be returned at the beginning of the ensuing school-year to a position in the School District for which the teacher is qualified.

#### J. LEAVE TO SERVE TEACHER ORGANIZATION

1. Any teacher who has been employed by the Board for a minimum period of three (3) consecutive years may, on written request, be allowed a leave, without pay, for the purpose of serving as a full-time office or employee of a teacher organization at the local, state or national level, provided an adequate replacement can be found. Such leave may be for one semester or for a maximum of one school year. Application must be submitted by May 1 for leave beginning the first semester and by December 1 for leave beginning the second semester. Such leaves will be counted as credit toward steps on the salary schedule. No more than four (4) such leaves may be in effect any one time. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extension shall not be subject to the grievance procedure.
2. If at the expiration of such leave the teacher wishes to resume employment with the School District, it shall be his/her responsibility to initiate a request to the Personnel Director on or before May 1 of the leave year for resumption of employment at the beginning of the fall semester and on or before December 1 of the leave semester for resumption of employment at the beginning of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the teacher will be returned at the beginning of the school

year to a position in the School District for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the teacher will be returned at the beginning of the second semester to a position in the School District for which the teacher is qualified, if a vacancy in such a position then exists; if no such vacancy then exists, the teacher will be returned at the beginning of the ensuing school year to a position in the School District for which the teacher is qualified.

**K LEAVE TO ATTEND UNION CONVENTION OR MAJOR UNION FUNCTIONS**

Union officers and Executive Board members shall be entitled as a group to receive a total of not more than Fifteen (15) days of leave during the school year, without expense compensation, to attend Union conventions or major Union meetings. Applications shall be made at least three (3) school days in advance to permit proper arrangements for substitutes. In emergency situations, leave may be granted on shorter notice provided an adequate substitute can be obtained. The Union will reimburse the Board for any such leave days on the basis of the daily salaries of the substitute teachers involved.

## ARTICLE XIX

## ADULT EDUCATION

A. GENERAL

The Highland Park Adult Education Division is an integral part of the total educational program of the School District of the City of Highland Park. It is distinguished from the remainder of the school district by: (1) the composition of its student population; (2) its curriculum offerings; and (3) the length of the school year. These unique features warrant certain considerations.

B. BARGAINING UNIT

Whenever the term "teacher" is used in this section, it is to refer to the A/E Certified Teacher Staff - only, teaching more than seven (7) hours per week in the Highland Park Adult Education Department Day Program.

C. UNION ACTIVITIES

The Administration of the A/E Department will meet informally with the Union Building Representative on matters relating to the implementation of this Agreement.

D. EMPLOYEE PLACEMENT

At the time that enrollment has been determined, assignments and reassignments will be finalized in accordance with the following:

(1) Request for Re-Assignment

Any teacher who desires a re-assignment may at any time file a written request with the A/E Administration. The request shall indicate the specific subject area desired. Such request will be effective for the balance of the school year in which filed and for all of the ensuing school year. The administrator will keep such request on file and give such requests due consideration whenever the requested re-assignment may become available. Present employees who have requested re-assignments will be given consideration before new employees.

(2) Subject Area Assignment

Whenever possible, assignments and re-assignment will be made in the subject area(s) of competency, experience and certification.

A/E teachers shall not be assigned to subject areas outside their major or minor certification without their consent.

(3) Notification of Assignments

Any time during the year, teachers may review and update records of certification, transcripts of credits, and statements of experience to prevent Board and/or administrative action based on incomplete or inaccurate information.

(4) Transfers

A/E teachers, scheduled to be laid off, shall be given first consideration for employment in P-12 in accordance with the Master Agreement, Section VI, Item D.

(5) Vacancies and Anticipated Personnel Needs

a. Posting

Vacancies will be posted on a timely basis. A/E employees shall be given first consideration for such vacancies. In case of any vacancy in a position above the classroom level, an appropriate Notice of Vacancy and a complete job description will be posted in each school building for the attention of all personnel and furnished to the Union President.

E. REDUCTION IN PERSONNEL

(1) Notice

The Board will notify the Union President of deletions from and/or additions to the A/E Seniority List within five (5) days of the time a teacher enters or leaves a bargaining unit.

(2) Seniority

a. The A/E Department shall have and maintain a separate seniority roster of A/E teachers employed in the Highland Park Adult Education Department. Seniority for the purposes of this agreement shall begin in the Fall of 1977, recognizing individual members according to their date of hire. For purposes of computing seniority for A/E teachers, only actual semesters worked shall be counted beginning from date of hire.

- b. Seniority will be determined on a semester basis as follows:
- (i) All A/E teachers who have been employed since Fall 1977, shall receive one (1) year [two semesters] seniority for each year worked thru May, 1981.
  - (ii) Those teachers working 16 hours or more per semester, beginning Fall 1981, shall receive one semester credit toward their seniority, except as modified by #2-b-iv below.
  - (iii) Thirty-two (32) total hours worked or more for the school year constitutes one (1) year [two semesters] seniority.
  - (iv) Sixteen (16) to thirty-one (31) total hours worked for the school year constitutes one (1) semester seniority.
- c. The above seniority provisions are solely for the purpose of computing seniority for purposes of assignments, lay-offs, and recall. The official seniority list will be afforded the Union on an annual basis prior to the beginning of the school year and will be utilized for the entire school year, subject to mid-year changes.
- Full-time and part-time employees will be as defined by the Collective Bargaining Agreement negotiated between said parties.
- d. No A/E teacher shall be penalized as a result of Union activities including organizing.
- e. Any teacher who desires a re-assignment may at any time file a written request with the Adult Education administration. The request shall indicate the specific subject areas desired. Such request will be effective for the balance of the school year in which filed and for all the ensuing school year. The administrator will keep such request on file until such assignment may become available. Present employees who have requested re-assignment to P-12 will be given due consideration before new employees. If the re-assignment is granted, A/E seniority shall be transferable into the P-12 division. However, the reassigned Adult Education teacher will remain on the Adult Education seniority

list for a period not to exceed three years. If prior to the end of this period, the teacher returned to the Adult Education Department due to layoff they will be afforded all rights and protection of the Adult Education Seniority provision.

(3) Staff Reduction

- a. All staff reductions shall be made on the basis of seniority only. No A/E teacher shall be laid off or refused employment or have classes cancelled while a teacher with lower seniority is left in place in the A/E Department in a position for which the laid-off teacher with greater seniority is certified or qualified.
- b. A/E laid-off teachers shall be given first consideration for employment in P-12 in accordance with the Master Agreement, Section VI, Item D, where it doesn't violate the Master Agreement, A/E shall be recalled following the exhaustion of any existing recall list for P-12.
- c. Laid-off teachers will remain on the call-back list for three years and shall be given first priority with the first right of refusal for future employment with the A/E Department.
- d. A teacher who refuses an offer to return to work in a comparable position may be by-passed on the lay-off seniority list in terms of recall, subject to state law.

(4) Employment in the Department

Employment for teachers in the department shall be made based on seniority. A/E teachers with the highest seniority shall be given first opportunity for employment in their area of certification and/or qualifications. Registration and student transfers will not be used as a mechanism to circumvent this clause.

- (5) Employment in the A/E Department for laid-off or transferred teachers from the school system SHALL NOT result in any reduction in employment hours to A/E Day teachers who have continuously held positions in the A/E Department except in situations where reassigned A/E teachers to P-12 have returned to A/E as per E:2(e)



(6) No Dumping

In accordance with the provision as stated in the MASTER AGREEMENT: It is hereby acknowledged and agreed that there exists NO CONTRACTUAL (or other) rights for employees to bump between the College, P-12 and/or A/E Department during the periods of staff reduction.

F. STUDENTS(1) Discipline Procedures

The administration shall continue handling disciplinary problems as has been the custom and procedures in the A/E Department.

(2) Teacher-Student Conference

## a. Scheduling

Opportunities will be created for conferences with students at times other than those normally utilized when the teacher and administrator agree that this is necessary. Other than teacher scheduled conferences with students, conferences regarding disciplinary actions, grades, etc., shall be scheduled by the administrator in accordance with the teacher's schedule.

## b. Complaints

In cases here a conference between student, administrator, and teacher is to be held concerning a student complaint against the teacher, the administrator will consult with the teacher in private prior to the conference to advise his/her office and the Union representative may be present, if desired by the teacher.

G. TEACHER FACILITIES, SUPPORT MATERIALS AND SUPPLIES(1) Workrooms and Directory

Adequate supplies will be made available in the teacher workroom. The Board will also provide each teacher a current A/E Staff Directory available by October 31, or as soon thereafter as possible in each school year.

(2) Master Supply List

A Master List of supplies will be provided to EACH A/E teacher upon request, EACH school year. Teachers will be given prompt notification of supplies which are denied or unavailable. An updated Instructional Materials Catalogue shall be available for teacher use in the school office.

(3) Supplies and Materials

The Board agrees to either provide the supplies and materials requisitioned by a teacher or to notify the teacher as to the status of said requisition. A/E teachers will be provided with a desk copy of their text books to be used for their class assignment prior to the first session of class. Also, there SHALL BE adequate supplies available for teachers during the semester.

(4) Classrooms and Lounges

Teachers' classrooms shall be clean and every effort shall be exerted to make sure classrooms are as comfortable and attractive as possible. The Board agrees to make available, to the extent possible, a faculty lounge, whenever economically feasible.

(5) Parking

Adequate parking near the school shall be provided for all teachers. Where possible, adult supervision and security shall be provided in the designated parking area. The Board will exert a diligent effort to clear the lots of snow and debris.

(6) Filing Cabinets, Desk Space; Etc.

Reasonable effort will be made to provide appropriate furnishings for the classrooms. Mailboxes will be provided for each teacher.

H. SPECIAL SETTINGS

Students use of available libraries is encouraged and will be aided in gaining access to same, whenever possible, by administration.

**I. SUBSTITUTES**

- (1) Those teachers employed in A/E, at their option and request, will be placed in the District Substitute Roster. Such substituting assignments will not interfere with the regular A/E teacher's assigned duties.
- (2) It is the intent of the Board not to double assignments in the event of a teacher's absence.

In the event of a teacher's absence, every effort will be made to secure a substitute. In an emergency situation, where a substitute is not available, A/E staff members may be utilized for class coverage and be compensated at the appropriate rate.

Double class assignments will only be made in similar subjects before cancelling classes.

Administration will exert every effort to accommodate students before cancelling classes.

- (3) ONLY STATE APPROVED substitutes from the School District shall be allowed to sub for an A/E teacher who is out ill or out of the building on business.

**J. A/E DAY DEPARTMENT COMMITTEE**

This committee shall be established to advise the A/E Day Department on the total operation of the A/E Program. Such committee shall consist of one A/E teacher from the following:

- ONE (1) FULL-TIME GED
- ONE (1) PART-TIME GED
- ONE (1) FULL-TIME H.S.C.
- ONE (1) PART-TIME H.S.C.
- ONE (1) ABE

It is understood that such committee can address, but not be limited to, such matters as student activities, student behavior, management-staff relations, safety and health, emergency school closings, proposed changes in policies and procedures within the A/E Department, and new policies and procedures proposed outside of the A/E Department which might have impact upon the Department.

**K. WORKING CONDITIONS**

- (1) A/E teachers shall be required to attend no less than two inservice days per school year. All required inservices shall be conducted during the week--Monday through Friday. This shall not preclude voluntary attendance at the opening day session for teachers in P-12.
- (2) A/E teachers shall be considered Full-time based on the following criteria:
- a. Work week of 24 pupil contact hours
  - b. Class prep time one (1) hour per work day four (4) days per week (4 hours prep)
  - c. A 30-minute duty free lunch period shall be provided.
  - d. The work week shall be 28 hours EXCLUSIVE of duty free lunch period.
  - e. The school year shall be 120 pupil contact days and five (5) teacher work days for a total of 125 days.

**BREAKDOWN OF HOURS FOR PART-TIME A/E TEACHER:**

<u>Categories</u>	<u>P.C.H.</u>	<u>Prep Time</u>	<u>Total Pd. Hours</u>
1	16-20	2	18-22
2	12-15	1	13-16
3	8-11	0	8-11

**(3) Notice of Meetings**

A/E teachers shall be accorded the opportunity to attend system-wide meetings applicable to adult education and will therefore, be notified of such meeting(s), and provided with agendas, two days in advance.

**(4) Educational Workshops and Conferences**

- a. A/E teachers shall be afforded the opportunity to attend educational workshops or conferences related to adult teaching methods, curriculum development, or other areas directly related to improvement of instruction for adults and approved by the administration.

- b. The teacher shall be reimbursed for all reasonable travel, food, lodging, and conference registration fees. No deduction from pay or charge against any current leave allowance shall be made for such release time. The teacher will be reimbursed for all reasonable travel, food, lodging, and conference expenses, other than registration fees, for upgrading of their skills.
- c. It is agreed that notification of workshops and conferences relating to teachers of adults shall be posted, where appropriate.

5. Inservice Courses

Full-time A/E teachers shall receive the same privileges as stated in the Master Agreement, Article XIV, Section M.

6. Calendar - (See Sections XXXI and XXXII)

L. EMPLOYEE COMPENSATION

1. Rate of Pay 1989-90

Adult Education teachers teaching in the Adult Education Day program will be paid at an hourly rate of one-tenth (.001) of one percent of base salary Step 0 (B.A. or M.A. only).

Those teachers who have one or more years of service in Adult Education will receive a compensation according to the schedules below

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>
0	19.35	21.28
1	20.35	22.28
2	21.35	23.28
3	22.35	24.28
4	23.35	25.28

Continuously Employed - 1 year

\$1.00 Bonus per hour employed.

Continuously Employed - 2 years

\$2.00 bonus per hour employed.

Continuously Employed - 3 years

\$3.00 bonus per hour employed.

Teachers who, through no fault of their own, are reduced from full-time and desire to work full-time, shall maintain their hourly rate.

Rate of Pay 1990-91

<u>Years</u>	<u>B.A.</u>	<u>M.A.</u>
0 (base)	\$20.90	\$22.98
1 year	21.90	23.98
2 years	22.90	24.98
3 years	23.90	25.98
4 years	24.90	26.98
5 years	25.90	27.98
6 years	26.90	28.98

On or before December 15, 1990, a longevity payment of \$500 will be paid to each Adult Education teacher who has acquired 20 semesters of credit by June, 1990.

(2) Board Paid Retirement

In addition to the salaries, the Board will pay the teacher's share of the retirement fund contribution to the Michigan Public School Employee's Retirement Fund, beginning with October 1, 1980, for the A/E Department. It is understood that any employee contributions either voluntary or required under the revised retirement act of 1985 will be paid by the employee.

## (3) Inservice, registration and recruiting shall be paid at .001 of the B.A. base salary.

**M. BENEFITS**

- (1) Full-time A/E teachers shall receive the same benefits as full-time teachers in the P-12 unit as follows:

a. Health

Full individual or family major medical-paid by the Board, as set forth in the Master Agreement, Article XVI, Item B, and Items C and E.

b. Life

Group term life insurance with double indemnity coverage in the amount of \$55,000 as set forth in the Master Agreement Article XVI, Item A, for 1982-83 school year;

c. Dental

Dental insurance coverage - paid by the Board in the amount of seventy-five (75%) Class I benefits; and, fifty percent (50%) Class I benefits, as set forth in the Master Agreement, Article XVI, Item B, for 1982-82 school year;

d. Sick Leave - Full-Time A/E Teachers

Newly hired full-time A/E teachers shall receive eight (8) days per year -- Two (2) of which may be used for personal business or family illness for which they will be paid as they use them.

All continuously employed full-time A/E teachers, who are full-time in September, 1981, shall receive ten (10) days sick leave and three (3) days personal business or family illness for which they will be paid as they use them.

Full-time A/E teachers may at their option, elect to be compensated at the end of each school year for any unused sick leave at the rate of 35% of their base pay; otherwise, the days shall be accumulated (carried over to the next school year).

If a full-time A/E teacher, due to enrollment, is not full time second semester, he/she shall not lose any sick days accumulated first semester, but not used. Accumulated, unused sick days from first semester shall still be available for his/her use second semester, and shall have such days paid for

as they are used.

- (2) Part-time A/E teachers shall be reimbursed at the end of the school year for medical insurance purchased in the following amounts.

- a. 8 - 11 hours worked per week \$125.00  
 12 - 15 hours worked per week \$150.00  
 16+ hours worked per week \$200.00

- b. Sick Leave - Part-time A/E Teachers

The Board will pay for sick days as they are used rather than wait until the end of the year for payment for used sick leave.

- c. Part-time Adult Education teachers shall be allowed to purchase HAP and Delta Dental insurance at the group rate for an individual (not full family). Payment for a year's coverage will be made by payroll deduction.

- (3) Inservice

Inservice, registration and recruiting shall be paid at .001 of the B.A. base salary.

- (4) Tenure

Tenure will be granted to A/E teachers as mandated by state law.

N. LEAVES OF ABSENCE

The following leaves of absence appearing in Section XVIII apply to A/E full-time teachers: Personal Leave without Pay, Maternity Leave, Child Care Leave without Pay and Military Leave.

O. GRIEVANCE PROCEDURE

The Grievance Procedure described in Section XXII applies with the inclusion of the following paragraph.

Prior to the filing of a formal grievance, an informal hearing with the A/E Director, grievant, and Union Representative shall be held. If the grievance cannot be resolved in this hearing, STEP 1 (a) will be invoked.

STEP 1 a. If a decision cannot be reached during the informal hearing as stated above, a conference shall be held between the grievant, A/E Coordinator, Director and



STEP 1 a. If a decision cannot be reached during the informal hearing as stated above, a conference shall be held between the grievant, A/E Coordinator, Director and Union Representative with a decision being made by the Director within Ten (10) days.

Should this step be invoked, the ten (10) days at each subsequent step thereafter shall be cut to eight (8) days.

**P. TEACHER ACCOUNTABILITY**

A/E teachers shall be responsible to adhere to the established policies and procedures as outlined in the A/E Teacher Handbook, as long as it does not conflict with the contract.

**Q. EXTRA-CONTRACTUAL STAFFING**

- (1) The Board will post in each school building a list of all A/E extra-contractual positions prior to each semester and summer session, and submit a copy of this list to the Union Office. Teachers will have five school days to apply for the positions to the Assistant Superintendent in charge of Personnel. After five days, the Board will furnish the Union with a copy of the list of teachers who have applied.
- (2) Personnel to be appointed for A/E extra-contractual employment will be selected from the list on the basis of the following criteria:
  - a. Those qualified teachers who are certified and teaching in the A/E Day School Program seven (7) hours or more will be appointed first. If enrollment is insufficient to run a class, there will be no right to bump school district teachers.
  - b. If two or more regular staff members are equally qualified for the same subject areas, the assignments will be rotated annually; provided, however, that preference will be given classroom teachers who have taught in the system for two years and who are currently teaching the subject.
  - c. Need for employment will not be considered to be of primary importance.
  - d. Availability throughout the entire semester or session will be considered to be of primary importance.

- e. After the above considerations have been met, qualified School District personnel, qualified retirees from the School District and qualified personnel from outside the School District will be appointed in the order listed.
- 
- (3) Personnel who are selected for A/E extra-contractual employment will be provided a contract stating the duration of the assignment and rate of compensation. Extra-contractual employment which is tentative and must be conditioned on class enrollments shall be so stated at the time the contract is issued.
  - (4) Any teacher who has received an unsatisfactory evaluation of his/her extra-contractual teaching performance may not be considered for assignment in the future.

**ARTICLE XX**  
**SUMMER SCHOOL**

**A. SCHOOL AND SUBJECTS**

The teacher's choice of school and/or subjects will be given consideration whenever possible.

**B. PROCEDURES**

Procedures for employing P-12 summer session staff shall be as follows:

- (1) Application will be filed in the Office of the Personnel Director.
- (2) It is understood that employment to teach in the summer session is wholly dependent upon the need for teachers as indicated by actual enrollment. No commitments can be made until actual need is determined.
- (3) A list of available and qualified applicants will be prepared by the Personnel Director and submitted by him/her to the Superintendent.
- (4) The Superintendent will submit the list of names to the Board of Education for approval at its May meeting.
- (5) Contracts for summer school employment will be furnished to teachers selected not later than June 1. Such contracts will be firm contracts, except that they will be subject to availability of federal funds.
- (6) The following criteria will apply in the employment of personnel for the summer session:
  - a. Those Highland Park teachers whose regular basic teaching assignment or preparation is in the subject areas or grade level for which appointments are being made will receive first consideration. Elementary teachers should teach elementary subjects, middle school teachers should teach middle school, senior high teachers should teach senior high subjects, and A/E teachers should teach A/E subjects. Teachers transferred to A/E from P-12 will receive the same consideration as the teachers in the unit from which they were transferred.

- b. Appointments to summer school teaching positions will be made in terms of those special requirements unique to the summer program.
- c. Each Elementary, Middle School and High School principal will establish a priority list by grade level or subject areas of those in their respective units who have applied for summer school employment.
  - 1. Teaching background and training required for the unique program found in the summer session.
  - 2. An annual rotation plan will be followed if there are two or more applicants certified for the same position.
  - 3. Need for employment will not be considered to be of primary importance.
  - 4. Availability throughout the entire summer session will be considered to be of primary importance.
- d. Whenever possible, personnel will be selected from all schools involved.

## ARTICLE XXI

## GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint by a bargaining unit employees, or by the Union on its own behalf, concerning: (1) any alleged violation of this Agreement, or (2) any disciplinary action. The parties agree that disciplinary interviews, reprimands, or evaluations of any kind shall be held in private unless waived in writing by the teacher.

B. PROCEDURES

All grievances shall be handled by the following procedure:

STEP 1: Disciplinary Conferences

A teacher or the Union shall first request (in writing) a grievance conference for the purpose of discussing the grievance with the Principal in an attempt to resolve the grievance informally. After receipt of the teacher's request, the Principal shall notify the teacher and the Union Representative (in writing) of the grievance conference and the teacher's right to Union representation. The notice shall contain a statement of the charges which led to the disciplinary action and shall be given to the teacher and the Union at least twenty-four (24) hours prior to the conference. The teacher may elect to have a Union representative present during the conference.

STEP 2: Within two (2) school days after the delivery of the Principal's decision, the grievance may be appealed to the Superintendent, or his/her designee, by the person or persons who present the grievance at Step 1, or by the Union if the grievance was presented by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the appeal is based, and shall be accompanied by a copy of the decision at Step 1.

Within ten (10) school days after the delivery of the appeal, the Superintendent or his/her designee shall investigate the appeal and shall communicate his/her decision, in writing, together with the supporting reasons, to the person or persons who

presented the appeal at Step 2, and to the Union if the appeal was presented at Step 2 by the teacher alone. As a part of his/her investigation, the Superintendent or his/her designee shall give an opportunity to be heard to the aggrieved teacher and also (except where the appeal is presented at Step 2 by the Teacher alone) to the president of the Union or his/her designee.

**STEP 3:** Within ten (10) school days after delivery of the decision of the Superintendent or his/her designee, the grievance may be appealed to the Board of Education by the person or persons who presented the appeal at Step 2, or by the Union if the appeal was presented at Step 2 by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the appeal is based and shall be accompanied by copies of previous decisions.

Within twenty school days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved teacher and also (except where the appeal is presented at Step 3 by the teacher alone), the Union. The Board shall deliver its decision in writing, together with the supporting reasons, within ten (10) school days after the hearing, to the person or persons who presented the appeal at Step 3 and to the Union if the appeal was presented at Step 3 by the teacher alone.

**STEP 4:** Within ten school days after delivery of the Board's decision, the grievance may be appealed to binding arbitration by the Union. The arbitrator shall be selected and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The arbitrator's decision shall be binding. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this agreement or whether any disciplinary action was unjust or improper. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

As used in this Section B with reference to the period between the opening of classes in the fall and last day of classes in the spring, the term

"school days" means days on which students are in attendance. With reference to the summer period between the last day of classes in the spring and the first day of classes in the fall, the term "school days, shall be deemed to mean calendar days other than Saturdays, Sundays, and holidays.

In all steps of the grievance procedure, when it becomes necessary because of scheduled grievance conferences for individuals to be involved during school hours, they shall be excused with pay for that purpose.

As set forth in Article XXV, Conformity to Law, the grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

**C. TIME LIMITS**

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

**D. TENURE ACT CASES**

In cases of grievances involving disciplinary action covered by the Michigan Tenure of Teachers Act, the Board will proceed under the provisions of that Act, but the aggrieved teacher (or the Union in its own name) may file a grievance at Step 3 and in that event the Superintendent will confer with the teacher and/or the Union as the case may be, in an attempt to resolve the grievance prior to the formal hearing of charges before the Board provided for in the Tenure Act. If the matter is not resolved in this way at Step 3, proceeding thereafter will be governed by the Tenure Act.

**E. LEGAL COUNSEL**

Any party to a grievance shall have the right to representation by legal counsel at Step 3 and above; provided, however, that no teacher may be represented by counsel for any teacher organization other than the Union. A representative from the Michigan Federation of Teachers may participate in Step 3 and above except where the teacher is proceeding individually.

**F. NOTIFICATION TO UNION**

Compliance with the provisions set forth above concerning notification to the Union on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section 11 of the Public Employment Relations Act (Act 336 of 1947, as amended) which provides that the bargaining representatives shall be given "opportunity to be present" at adjustments of such individually processed grievance.

**G. PROHIBITION OF DISCUSSION**

No administrative personnel shall attempt to discuss any matter pertaining to a written grievance with the teacher who has lodged such written grievance unless that teacher is accompanied by a Union representative or elects to represent himself.

**H. GRIEVANCES AT LEVEL ABOVE PRINCIPAL**

If a grievance arises from the action of authority other than the principal of the school, the grievant shall present such grievance at Step 2 of the grievance procedure.

**I. PROBATIONARY TEACHERS**

A probationary teacher whose contract is not renewed, or who is placed on a third year of probation, will be given a statement in writing of the specific reasons for such action. Non-renewal of a probationary contractor placement on a third year of probation is not subject to the grievance procedure. However, a probationer who has been notified of such action will, upon his or her written request, be granted an interview with the Superintendent. If he or she desires, the teacher may be accompanied by a Union representative.



**ARTICLE XXII****NO STRIKE**

The Union fully recognizes that the statues of the State of Michigan confer upon public employees and their organization not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all those whom it represents, that the non-strike provision of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

**XXIII****WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

The Conditions of Employment, dated July 1, 1963, as revised August 17, 1965, no longer apply to members of the bargaining unit.

## XXIV

## CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union and employees in the bargaining unit. 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 provisions shall be void and inoperative. However, all other provisions of Agreement shall continue in effect.

XXV

DURATION

This Agreement shall be September 1, 1989, and shall continue in full force and effect until August 30, 1991. At any time subsequent to February 1, 1991, either party may give written notice to the other of its desire to negotiate a new Agreement.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 11th day of September, 1990.

BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

BY [Signature]  
Its President

BY Elden L. Mant  
Its Superintendent

and  
NEGOTIATING COMMITTEE

[Signature] [Signature]  
[Signature]

HIGHLAND PARK FEDERATION OF TEACHERS  
AFT-AFL-CIO

BY [Signature]  
Its President

and  
NEGOTIATING COMMITTEE

[Signature] (A.E.) [Signature] (K)  
[Signature] (K-8)  
[Signature] High School

XXVI  
SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
HIGHLAND PARK, MICHIGAN

K-12 SCHOOL CALENDAR 1989-90

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<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Students Days</u>	
1	Aug 28-Sept 1	4	3	Teachers report 08/28; Students report 08/29; No Classes 09/01 Labor Day - 09/04
2	Sept 4-8	4	4	
3	11-15	5	5	
4	18-22	5	5	
5	25-29	5	5	
6	Oct 2-6	5	5	
7	9-13	5	5	
8	16-20	5	5	
9	23-27	5	5	End of Marking Period 11/03 (K-8)
10	Oct. 30 - Nov 3	5	5	
11	Nov 6-10	5	5	
12	13-17	5	5	
13	20-24	3	3	Thanksgiving Recess
14	Nov 27-Dec 1	5	5	
15	Dec 4-8	5	5	
16	11-15	5	5	
17	18-22	2	2	Christmas 12/20-22
18	25-29	0	0	Christmas 12/25-29
19	Jan 1-5	3	3	Christmas 01/01-01/02
20	Jan 8-12	5	5	
21	15-19	4	4	M.L. King Birthday End of Marking Period
22	22-26	5	5	
23	Jan 29-Feb 2	5	5	
24	Feb 5-9	5	5	
25	12-16	5	5	
26	19-23	0	0	Winter Break 2/19-23
27	Feb 26-Mar 2	5	5	
28	Mar 5-9	5	5	
29	12-16	5	5	
30	19-23	5	5	
31	26-30	5	5	End of Marking Period
32	Apr 2-6	5	5	
33	9-13	4	4	Good Friday 04/13
34	16-20	0	0	Spring break 4/16-20
35	23-27	5	5	
36	Apr 30-May 4	5	5	
37	May 7-11	5	5	

38 14-18 5 5

XXVI

## K-12 CALENDAR 1989-90 (cont).

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Students Days</u>	
39	21-25	5	5	
40	May 28-Jun 1	4	4	Memorial Day 05/28
41	Jun 4-8	5	5	
42	11-15	5	4	Last Student Day
		-----	-----	06/14/90
		183	181	

**XXVII**  
**SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**  
**HIGHLAND PARK, MICHIGAN**

**ADULT EDUCATION CALENDAR - SCHOOL YEAR 1989-90**

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Students Days</u>	
1	Sept 4-8	3	2	Labor Day 09/01
2	11-15	4	4	Teachers return at
3	18-22	4	4	Inservice 9/5/89
4	25-29	4	4	Classes begin 9/6/89
5	Oct 2-6	4	4	Fourth Friday 9/29/89
6	9-13	5	4	Count Day 10/13
7	16-20	4	4	
8	23-27	4	4	
9	30-3	4	4	
10	Nov 6-10	4	4	
11	13-17	4	4	
12	20-22	3	3	Thanksgiving 11/23, 11/24
13	27-1	4	4	
14	Dec 4-8	4	4	
15	11-15	4	4	
16	18-22	*4	3	Teacher Inservice 12/21/89
--	25-29	0	0	Christmas Vacation
--	Jan 1-5	0	0	
--	8-12	0	0	
--	15-19	0	0	
1	22-26	4	4	(Classes Begin 1/22/90
2	29-Feb 2	4	4	Christmas 01/01-01/02
3	Feb 5- 9	4	4	
4	12-16	4	4	Fourth Friday 2/16
5	19-23	4	4	
6	26-Mar 2	5	4	Count Day 3/2/90
7	Mar 5-9	4	4	
8	12-16	4	4	
9	19-23	4	4	
10	26-30	4	4	
11	Apr 2-6	4	4	
12	9-13	4	4	
--	16-20	0	0	Easter Break
13	23-27	4	4	
14	30-4	4	4	
15	May 7-11	** 5	4	Teacher Inservice 5/11/90

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125

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120

**ADULT EDUCATION CALENDAR - 1989-90 SCHOOL YEAR**

Each class meets 2 hours  
per day twice a week for  
15 weeks. (60 hours of  
classroom instruction)

\* Fall Classes End: M/T 12/19/89  
W/R 12/20/89

\*\* Spring Classes End: M/T 5/8/90  
W/R 5/10

/ml

XXVIII  
SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
HIGHLAND PARK, MICHIGAN

K-12 SCHOOL CALENDAR 1990-91

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<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Students Days</u>	
1	Aug 27-31	4	3	Teachers report 08/27; Students report 08/28; No Classes 08/31 Labor Day - 09/03
2	Sept 3 -7	4	4	
3	10-14	5	5	
4	17-21	5	5	
5	24-28	5	5	
6	Oct 1-5	5	5	
7	8-12	5	5	
8	15-19	5	5	
9	22-26	5	5	End of Marking Period 11/02 (K-8)
10	Oct. 29 - Nov 2			
11	Nov 5-9	5	5	
12	12-16	5	5	
13	19-23	3	3	Thanksgiving Recess
14	26-30	5	5	
15	Dec 3-7	5	5	
16	10-14	5	5	
17	17-21	5	5	
18	24-28	0	0	Christmas 12/24-28
19	Dec 31-Jan 4	0	0	Christmas 12/31-01/04
20	Jan 7-11	5	5	
21	14-18	5	5	End of Marking Period (K-8)
22	21-25	4	4	Martin Luther King Birthday Holiday 01/21
23	Jan 28-Feb 1	5	5	
24	Feb 4-8	5	5	
25	11-15	5	5	
26	18-22	0	0	Winter Break 2/18-22
27	Feb 25-Mar 1	5	5	
28	Mar 4-8	5	5	
29	11-15	5	5	
30	18-22	5	5	
31	25-29	4	4	End of Marking Period Good Friday 03/29
32	Apr 1-5	0	0	Spring Break
33	8-12	5	5	
34	15-19	5	5	
35	22-26	5	5	
36	Apr 29-May 3	5	5	
37	May 6-10	5	5	



XXVIII  
K-12 SCHOOL CALENDAR 1990-91 (cont.)

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Student Days</u>	
38	13-17	5	5	
39	20-24	5	5	
40	27-31	4	4	Memorial Day 05/27
41	Jun 3-7	5	5	
42	10-14	5	4	Last Student Day
		-----	-----	06/13/91
		183	181	

/ml

**XXXIX**  
**SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**  
**HIGHLAND PARK, MICHIGAN**

**ADULT EDUCATION CALENDAR - SCHOOL YEAR 1990-91**

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Students Days</u>	
1	Sept 3-7	3	2	Labor Day 09/03
2	10-14	4	4	9/04 Adult Day
3	17-21	4	4	Teacher Inservice
4	24-28	4	4	Classes begin 9/5/89
5	Oct 1-5	4	4	Fourth Friday 9/28
6	8-12	5	4	Count Day 10/12
7	15-19	4	4	
8	22-26	4	4	
9	29-Nov 2	4	4	
10	Nov 5-9	4	4	
11	12-16	4	4	
12	19-23	3	3	Thanksgiving 11/22, 11/23
13	26-30	4	4	
14	Dec 3-7	4	4	
15	10-14	4	4	
16	17-21	*4	3	A.D. Teacher Inserv. 12/20/89
--	24	0	0	Christmas Vac. 12/21- 1/21/91
--	31	0	0	
--	Jan 7	0	0	
--	14	0	0	
1	21-25	3	3	M.L. King Birthday Holiday 1/21/91
2	28-Feb 1	4	4	(Classes Begin 1/22/90
3	Feb 4-8	4	4	Fourth Friday 2/15/91
4	11-15	4	4	
5	18-22	4	4	
6	25-1	5	4	Count Day 3/1/91
7	Mar 4-8	4	4	
8	11-15	4	4	
9	18-22	4	4	
10	25-29	4	4	Good Friday 3/29
	Apr 1-5	0	0	Easter Break
11	8-12	4	4	
12	15-19	4	4	
13	22-26	4	4	
14	29-May 3	4	4	
15	6-10	4	4	A.D. Teacher Inservice 5/14/91
	13-17	** 2	1	
		<u>125</u>	<u>120</u>	

## XXIX

## ADULT EDUCATION CALENDAR 1990-91 (cont.)

\*Fall Classes End: M/T 12/18/90  
W/R 12/19/90

\*\*Spring Classes End: M/T 5/13/91  
W/R 5/09/91

Each class meets two (2) hours per day twice a week for 25 weeks,  
(60 hours of classroom instruction).

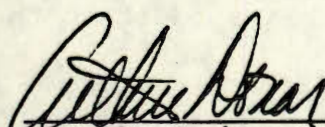
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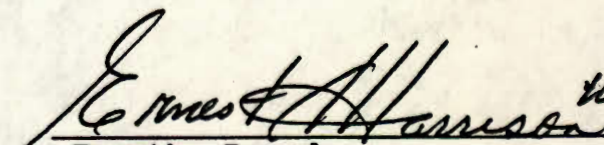
## ARTICLE XXX

## LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is supplemental to the 1984-85 Collective Bargaining Agreement between the HIGHLAND PARK FEDERATION OF TEACHERS, AFT-AFL-CIO, and the HIGHLAND PARK BOARD OF EDUCATION. The UNION and the BOARD have agreed that teachers will receive at the beginning of each semester a record of their total accumulated and long-term bank days.

Also, it has been agreed to provide the A/E staff their paychecks at the end of the work day on the Thursday prior to the regular Friday pay period. This agreement is contingent upon there not being an emergency to prevent the checks from being prepared at that time.

 10-11-90  
For the Union Date

 10-11-90  
For the Board Date

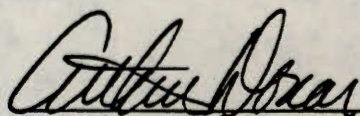
## ARTICLE XXXI

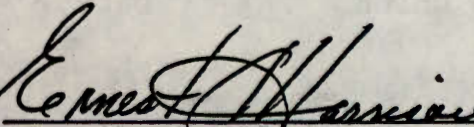
## LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is supplemental to the granting of Grievance A.P.-12-16-85 and the contractual language, regarding sick day accumulation and pay-out computations, in the collective bargaining agreement between the HIGHLAND PARK FEDERATION OF TEACHERS, AFT-AFL-CIO and the HIGHLAND PARK BOARD OF EDUCATION.

The UNION and the BOARD have agreed that the remaining short-term bank days, granted at the beginning of the year of retirement, will be included in the computation for pay-out at retirement, if the retiree reported and worked during the year of retirement. If the retiree did not work during the year of his/her retirement, the short-term days, granted at the beginning of the retirement year, will not be included in the computation for pay-out of sick days at retirement.

This LETTER OF UNDERSTANDING does not affect days added to the Accumulation Bank from prior years.


10-11-90  
 For the Union Date


10-11-90  
 For the Board Date

## GENERAL INDEX

Absence Report Form.....	67
Adult Education.....	70
(See Adult Education Index)	
Assignments and Reassignments.....	11
Auxiliary Salary Services.....	42
Auxiliary Services.....	25
Batteries (Assaults).....	66
Business Leave.....	66
Cabinets, Filing.....	22
Calendar.....	39
Calendar, 1989-90 (K-12).....	93
Calendar, 1989-90 (Adult Educ.).....	95
Calendar, 1990-91 (K-12).....	97
Calendar, 1990-91 (Adult Educ.).....	99
Child Care Leave.....	60
Classroom & Lounges.....	21
Committees.....	30
Committees, Building & Information.....	34
Committees' Report.....	32
Committees Work Rate.....	30
Conformity to Law.....	91
Credit Union Deduction.....	48
Curriculum Council.....	33
Department Chairperson.....	25
Desk Space.....	22
Discipline Procedures.....	18
Duration.....	92
Electronic Devices.....	23
Emergency Closing of School.....	37
Employment in Adult Education.....	15
Evaluations.....	52
Experience Credit.....	48
Extra-Curricular Positions.....	15
Homework.....	19
Identification Cards.....	22
Inservices Courses.....	37
Insurance, Coverage during Maternity Leave.....	51
Insurance, Dental.....	50
Insurance, Liability.....	51
Insurance, Life.....	50
Insurance, Medical.....	50
Insurance, Optical.....	51
IRIP.....	39
Jury Duty.....	47
Leave, Authorization to Return.....	65
Leave, Child Care.....	60

General Index

Page 3.

Leave, Excessive Use of Sick.....	65
Leave, Family.....	62
Leave, Maternity.....	59
Leave, Military.....	61
Leave, Personal.....	62
Leave, Personal (without pay).....	58
Leave, Sabbatical.....	53
Leave, Serve Teacher Organization.....	68
Leave, Sick (Personal Illness).....	63
Leave, Teach in Foreign Country.....	67
Leave, Union Convention or Major Union Meeting.....	69
Leaving Building.....	35
Letters of Understanding.....	101, 102
Liability.....	41
Libraries.....	24
Longevity.....	41
Lounges.....	21
Loss, Property.....	23
Lunch Period.....	35
Lunchroom Facilities.....	21
Meetings, Notice of.....	36
Mileage.....	37
Music, Vocal and Instrumental.....	24
No Bumping.....	17
Non-Discrimination.....	11
Open House.....	18
Paraprofessionals.....	38
Parent-Teacher Conference.....	20
Parking.....	22
Paycheck Deductions.....	48
Pay Plan.....	47
Payroll Deduction of Dues.....	4
Payroll Deduction of Service Charge.....	5
Pay, Special Rates.....	46
Personal Property Loss.....	23
Physical Examinations.....	38
Preparation Periods.....	35
Property Loss.....	23
Reassignment, Request for.....	12
Recalls.....	17
Recognition of Bargaining Unit.....	1
Reduction in Personnel.....	16
Rest Room.....	21
Retirement.....	39
Retirement, Board Paid.....	47
Rights as Citizens.....	35
Salary Changes.....	49
Salary Schedules - Auxiliary.....	42
Salary Schedule - 1989-90.....	40

General Index  
Page 3.

Salary Schedule - 1990-91.....	41
Sick Leave Banks.....	63
Sick Leave Bank, Long-Term.....	64
Sick Leave Bank, Short-Term.....	63
Special Education.....	64
Substitutes.....	25
Substitutes, Assigned.....	27
Substitutes, Unavailability of .....	28
Supplies and Materials.....	21
Supplies, Master List.....	21
Teacher-Pupil Ratio.....	38
Telephone.....	22
Transcripts.....	11
Transfer.....	12
Transfer, Involuntary.....	14
Transfer, Voluntary.....	13
Travel Allowance.....	36
Trip Accommodations.....	36
Trips, Extra-Curricula.....	36
Trips, Field.....	36
Tuberculosis, Examinations.....	38
Tuition Waiver.....	49
Union, Bargaining Unit Members.....	9
Union Dues.....	4
Union Meetings.....	8
Union President Release Time.....	9
Union Recognition.....	1
Union Release Time for Arbitration.....	10
Union Use of Mailboxes.....	10
Vacancies, Acting Status.....	15
Vacancies, Notice of Appointment.....	15
Vacancies, Notice of Non-appointment.....	15
Vacancies, Posting.....	14
Visiting Days.....	36
Worker's Compensation.....	66
Workroom.....	21



## ADULT EDUCATION INDEX

Adult Education.....	70
Bargaining Unit.....	70
Calendar, 1989-90.....	95
Calendar, 1990-91.....	99
Classrooms and Lounges.....	75
Committee, Department.....	76
Discipline Procedures.....	74
Employee Placement.....	70
Extra-Contractual Staffing.....	82
Filing Cabinets.....	75
Grievance Procedure.....	81
Insurance, Dental.....	80
Insurance, Health.....	80
Insurance, Life.....	80
Leave of Absence.....	81
Master Supply List.....	75
No Bumping.....	74
Parking.....	75
Reduction in Personnel.....	71
Retirement.....	79
Salary Schedule.....	78
Substitutes.....	76
Supplies and Materials.....	75
Teacher Accountability.....	82
Union Activities.....	70
Working Conditions.....	77
Workrooms.....	74