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66-67

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Ratified
2

MEA
1216 Kendale
E. Lansing, Mi.
48823

AN AGREEMENT
BETWEEN
THE CHERRY HILL BOARD OF EDUCATION
AND
THE CHERRY HILL EDUCATION ASSOCIATION
FOR THE
SCHOOL YEAR 1966-67

Cherry Hill Bd of Ed.

This AGREEMENT entered into this day of , 1966 by and between the Board of Education of the Cherry Hill School District, Inkster, Michigan, hereinafter called the "Board", and the Cherry Hill Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

Cherry Hill Education Association

1025 Packard, Apt. 105
Ann Arbor, Michigan, 48104
July 18, 1966

File
- send report
copy to N.E.A.

Mr. Kai Erickson
Michigan Education Association
1216 Kendale Blvd.
East Lansing, Michigan, 48824

Dear Kai:

Please forgive the delay in sending you this copy of our agreement. I am sure you understand the factors involved. This is a first draft. It was drawn up about a month ago, examined by Erwin Ellman, and ratified by our membership and the board of education.

We were able to reach agreement after months of seemingly fruitless bargaining when we mounted a concerted crash public relations drive with the community. We were thus able to settle very shortly before a scheduled strike vote. The millage issue referred to passed by a two to one vote. We were also aided by some preliminary contacts with the Labor Mediation Board.

I would like to take this opportunity to thank you for the help you gave us in our several telephone conversations and for referring us to Mr. Ellman. I will forward a final printed copy of the contract as soon as they are available.

Sincerely,

Ed Welch

Edward M. Welch, Jr.
President

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, reading coordinators, coordinator of the federal and state aid programs, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, and all other non-teaching personnel not especially enumerated above. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the President of the Association, or a representative designated by him, has been given timely notice of the grievance and an opportunity to be present at any hearing thereon or adjustment thereof.

C. Teachers may sign and deliver to the Board a written assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon

C. Upon request, the Association and its members shall have the right to use adequate school building facilities at all reasonable hours for Association functions, provided it does not conflict with previously scheduled functions. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers' lounges, staff dining rooms, and general office areas shall be made available to the Association and its members. School mail boxes, as assigned for teachers' use shall be available to the Association for distribution of Association correspondence or materials, provided that such matter shall not be placed in a teachers' assigned mail box where he has requested in writing his objection to such matter. Public announcements on school premises, including use of public address systems, shall be permitted, provided such announcements pertain only to Association business, and made at reasonable times, and that the announcements^{are} to be made be subject to the prior approval of the Superintendent or his designated agent. Reasonable use of school telephone facilities shall be permitted.

D. The Board agrees to furnish the Association, upon request, copies of information concerning financial resources of the District that will assist the Association in developing accurate information and constructive programs on behalf of the teachers and their students with the exception of privileged material. This provision includes the furnishing of material that may be necessary for the processing of grievances or necessary for the proper enforcement of the terms of this Contract.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules A or Alternate A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Those duties enumerated in Schedule B or Alternate B which is attached to and incorporated in this agreement shall be compensated at the rates established therein.

C. Substitutes who are not currently under contract shall be certified substitutes, and shall be compensated at the rate of not less than \$20.00 per day for a teaching date and load as defined hereafter. Substituting by teachers currently under contract shall be on a voluntary basis and compensated at a rate of not less than \$4.00 per hour. Any increase in the daily rate of substitute pay shall be reflected in the hourly rate by pro-rating the increase on the basis of the newly established daily rate thereof.

D. Teachers shall not be required to report for duty prior to September 6, 1966 nor remain later than June 9, 1967 with the following non-duty recesses: 2 days for professional institute, November 24 and 25, December 23 through January 2, March 24 through April 2, and May 30th.

E. A teacher engaged during the school day in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Contract negotiations shall hereafter be conducted on the basis of one-half released time and one-half time outside the school day.

F. Teachers working less than full time shall be compensated at a rate at least proportional to the full time salary as established in this Agreement, with the exception of substitute teachers employed on a daily basis.

ARTICLE IV

Teaching Hours

A. The teacher's hours in the secondary schools shall be as follows:

	<u>H.S.</u>	<u>J.H.S.</u>
1. Teachers shall not be required to be in the building any earlier than	7:45 A.M.	8:00 A.M.
2. Teachers shall not be required to remain on school premises later than	3:00 P.M.	3:00 P.M.

B. Elementary schools shall be as follows:

	<u>Hicks Avondale</u>	<u>Titus Fischer Harrison</u>
1. Teachers shall not be required to be any on school premises/earlier than	8:30 A.M.	8:30 A.M.
2. Teachers shall not be required to remain on school premises later than	3:15 P.M.	3:45 P.M.

C. Shared Time teachers and special teachers shall not be required to have longer hours than the regular classroom teacher.

D. No teacher shall be required to work beyond the time stated above. It is understood that in a few areas the Association recognizes that there should be a measure of voluntary participation without compensation on the part of the professional staff. These should be held to a minimum, and where possible, these functions shall be performed during the school day.

E. All teachers who are required to remain on the premises until 3:45 P.M. shall be entitled to not less than a 50 minute, duty free, uninterrupted lunch period. All other teachers shall be entitled to not less than ^a25 minute, duty free, uninterrupted lunch period. No teacher will supervise a lunch room, except on a voluntary basis. Teachers who are short hours can be used for lunchroom

supervision as well as other methods of fulfilling their work day. No teacher will be required to remain in the building during his lunch hour.

Elementary

F. /Teachers shall not be required to be present during art, music, and physical education periods. The administration will endeavor to provide elementary teachers with at least one 15 minute period each half day wherein he is freed of the obligation of student supervision.

ARTICLE V

Teaching Loads and Assignments

A. The weekly teaching load in the senior high school shall be 25 teaching periods and 5 unassigned preparation periods. The weekly teaching load in the junior high school shall be 25 teaching periods and 5 unassigned preparation periods. The weekly teaching load in the elementary schools shall not exceed 27 1/2 hours of teaching or supervisory periods.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates in the elementary schools, or their major or minor field of study in the secondary schools. With regard to secondary schools, the administration will strive to assign teachers within their major fields of study where logical and possible.

C. The Board shall strive to notify all teachers of grade level, building and course assignments for the ensuing year on or before May 15 of the current year.

ARTICLE VI

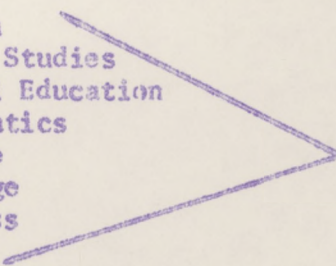
Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that

is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. The following are recommended maximum class sizes, and the Standing Committee as provided for in Article XVII, Section 8 shall be notified where these figures are exceeded in order that efforts may be made to alleviate the condition.

1. Elementary school grades 35 pupils
2. Specialized subject matter remedial classes 25 pupils
3. The maximum class size per teacher in the secondary schools shall be as follows:

English		35 pupils
Social Studies		
General Education		
Mathematics		
Science		
Language		
Business		
Typing		
Speech		
Industrial Arts	24 pupils	
Drafting	30 pupils	
Home Economics	24 pupils	
Physical Education	40 pupils	
Pool	40 pupils	
Hygiene	40 pupils	

B. The Board recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires,

and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained. The administration shall strive to hold to a minimum any obligations on the part of the teachers to collect monies, and to eliminate where possible.

D. Under no conditions shall a teacher be required to drive a school bus.

E. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

F. Adequate paved parking facilities shall be made available to teachers for their exclusive use and shall be properly maintained.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. This paragraph does not preclude the right of the Board to impose discipline and to discharge as permitted under the Tenure Act with regard to performance of their professional duty.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin,

and to seek to achieve equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies and Promotions

A. When a vacancy in any professional position in the district occurs, the Board shall publicize that vacancy by written notice to the Association and provide an appropriate posting in every school building. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for vacancies in professional positions. In filling these vacancies the Board shall consider the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such a position unless his qualifications are substantially superior to applicants with greater service. The Board shall maintain a policy of promotions from within its own teaching staff including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence without pay.

ARTICLE VIII

Transfers

Since the unnecessary transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that:

A. While it is the right of the Superintendent to transfer teachers as he deems necessary, such transfers shall be for good cause, and he will in all such cases confer with any teacher to be so transferred, and will give due consideration to the desires of the teacher.

B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Sick Leave & Personal Leave

A. All teachers shall be allowed 10 fully compensated/^{sick}leave days per contractual year.

B. Each teacher shall be entitled to an accumulation of 100 days of ^{sick}the unused portion of each year's/leave which shall be available in future years.

C. A tenure teacher who has exhausted his cumulative leave may borrow up to 10 days of additional sick leave for purposes of illness.

Personal Leave

Personal Leave shall be granted as follows:

1. Teachers shall be granted two (2) days of personal leave/year to ^{per}attend to urgent business, that can only be transacted during the normal school day, provided arrangements for such leaves are made at least two (2) days in advance with the principal and approved by the Superintendent of Schools.

2. Unused personal leave days may be added and accumulated as sick leave for the following year.
3. The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized by the Board of Education as a personal leave day, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions, will, upon request, be reviewed by the Superintendent of Schools to determine whether such leave should be granted.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted the following reasons:

(1) A maximum of five days per school year for each occurrence of death in the immediate family.

(2) Absence when a teacher is called for jury service. The Board reserves the right to obtain jury duty exemption under this clause but in the event of a teacher must serve, the Board shall pay the difference between the jury duty fee and the teacher's regular salary.

(3) Court appearance as a witness in any case connected with teacher's employment of the school, or whenever the teacher is subpoenaed or under summons to attend any proceeding.

(4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.

(5) Time necessary to take the selective service physical examination.

C. Leaves of absence for one year may without pay be granted upon application and approval for the following purposes:

(1) Study related to the teacher's certificated field

(2) Study to meet eligibility requirements for a certificate other than that held by the teacher.

(3) Study, research, or special teaching assignment involving probable advantage to the school system.

(4) The regular salary increment occurring during such period shall be allowed.

and the one year's leave may be extended upon application.

D. When a teacher is absent from work for any injury or illness which may have been contracted in the course of his employment, he may at his option, file for a possible Workmen's Compensation benefits.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth, month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. A tenure teacher shall be entitled to return to a teaching position for which they are qualified from such leave at any time within two years.

F. Leave of absence will be granted for up to two years to any teacher who joins the Peace Corps,^{or} Teacher Corps, as a full time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in this agreement.

G. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a Sabbatical Leave for one year. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave, shall be treated as teaching service for the purpose of applying the salary schedules set forth in this agreement.

H. Teachers who are officers of the Association or are appointed to its staff shall, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

I. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Military leave is limited to four years except in cases of emergency.

Teachers on military leave shall be given the benefit of any increments and leave allowances which would have been credited to them had they remained in active service to the school system.

J. The Board shall grant a leave of absence without pay to any teacher to any teacher to campaign for, or serve in, a public office.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish all teachers the following insurance protection:

A. The Board shall provide without cost to the teacher comprehensive hospitalization, medical, and surgical protection to the teacher and his immediate family under the current basic and major medical NEA insurance plans, or an equivalent plan and comparable rate. This provision is conditional on the adoption of alternate schedule B of this agreement. In the event that alternate schedule B is not adopted for the reasons specified in such schedule, then the current coverage as specified under Schedule B shall be maintained.

B. The Board shall provide without cost to the teacher accidental bodily injury health and accident insurance coverage assuring payment to the teacher in the event of his inability to work at his chosen profession at a rate not in excess of the legally allowable limit. This provision is based on alternate Schedule B of this agreement, and is therefore conditional.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited,

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A teacher may request a representative of the Association to accompany him in such review, with the exception of confidential materials.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

D. All teachers shall be given a signed copy of any written evaluation made by the Board or any agent of the Board or representative thereof.

ARTICLE XIV

Protection of Teachers

A. Since the teacher's authority and effectiveness in this classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board assumes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it is determined by a qualified person that a particular pupil requires the

attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board shall take steps to relieve the teacher of responsibilities with respect to such pupil, in the manner and to the extent required by the qualified person who ^{performed} did the evaluation.

B. Any case of assault or battery upon a teacher sustained in the course of his employment shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and battery and shall render all reasonable assistance to the teacher in connection with handling of the incident, including law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property sustained by the teacher while in the course of his employment. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. The parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers not later than February 15, 1967, for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by the Association as established in its Constitution, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery in the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVI

Professional Grievance Negotiation Procedure

A. The primary purpose of the procedure set forth in this section is to secure at the lowest possible level an equitable solution to the problems of any one involved in grievance procedures.

B. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) in relation to wages, hours, terms or conditions of employment, shall discuss the matter with the principal in his school building or the superintendent of schools when the particular grievance involves more than one school building.

C. In the event that a teacher is not satisfied with the disposition of the matter or in the event that no decision has been rendered within (5) five school days after such discussion, he may file the grievance in writing with the president of the Association who shall forward it immediately to an appropriate Association committee which shall investigate the matter, judge the merit of the grievance and shall within (10) ten school days of receipt of the written grievance reject the grievance or submit it to the superintendent. (In the event that the grievance shall be rejected by the committee, it shall inform the teacher, in writing, of the reasons for its rejection of the grievance.) Upon receipt of a written grievance the superintendent shall within (5) five school days meet with a committee of the association and the aggrieved party, in an effort to resolve the grievance.

D. In the event that the committee does not feel a satisfactory solution has been reached with the superintendent, they may present the grievance in writing to the Secretary of the Board of Education. Within (10) ten school days after the secretary has received written notice of the grievance the board shall meet with the

Association's committee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.

E. If the decision of the Board is not satisfactory to the Association, the grievance shall be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party, unless it can be established that such evidence was not available until time of arbitration. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision shall be submitted to the Board and the Association and shall be advisory only.

F. If any teacher for whom a grievance is sustained shall be found by the arbitrator and the decision of the arbitrator is accepted by the Association and the Board to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

G. The cost of any arbitration under this Article shall be shared equally by the Board and the Association.

H. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, should result in irreparable harm to a party involved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

I. Two representatives of the Association and the aggrieved parties shall be given release time to attend any meetings or hearings provided for in this contract that are scheduled by the Administration or Board during the school day.

Any Association member must procure the permission of the Administration to investigate a grievance during the school day. The Administration shall grant release time to investigate a grievance where it is shown that the grievance cannot be investigated outside school hours.

J. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

K. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest, or Association members, or any other participant in the procedure set forth herein by reason of such participation.

L. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants provided that any form of documentation of a grievance investigation shall be maintained in a file separate from the personnel file of the participants.

ARTICLE XVII

Miscellaneous Provisions

A. No polygraph or lie detector device shall be used in any investigation of any teacher.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of midnight, June 10, 1966 and shall continue in effect for one (1) year until midnight, June 10, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XIX

1. The Board reserves all rights and powers conferred upon it by the constitution and laws of the State of Michigan and of the United States except as limited by this agreement.
2. The direction of employees, including the right to plan, direct, and control school district operations, hire, suspend or discharge for proper cause, or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work or other reasons, and the right to introduce new or improved methods or facilities, is vested exclusively in the Board of Education, as well as other traditional prerogatives of administration not hereby or herein expressly made a subject of negotiation, provided that there shall be no conflict with any provision of this Agreement.
3. The Association will not engage in or encourage strike action of any type during the life of this contract.
4. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to laws 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 this agreement shall continue in effect.

5. The Personnel Policy Manual of the school district will continue in effect except as limited, altered or supplemented by this Agreement; provided further that any provision in the policy manual that is inconsistent with the terms of this agreement are null and void.

Cherry Hill

SCHEDULE A

Educational Level

Yearly Step	60 Sem. Hours	90 Sem. Hours	Bachelor's Degree	Master's Degree	Master's Degree (plus 30 hrs)
0	4900	5100	5500	5900	6300
1	5120	5320	5720	6120	6520
2	5360	5560	5960	6360	6760
3	5585	5785	6210	6610	7010
4	5795	5995	6470	6870	7270
5	5980	6180	6730	7130	7530
6	6290	6490	7040	7440	7840
7	6290	6825	7350	7750	8150
8	6290	6825	7730	8130	8530
9	6290	6825	8110	8510	8910
10	6290	6825	8500	8900	9300

Full credit on the above salary schedule will be allowed for prior teaching experience up to a maximum of five (5) years. Military service up to three (3) years may be substituted as teaching experience. Credit for teaching experience beyond five (5) years, and up to ten (10) years may be allowed at the Superintendent's discretion.

Advancement from the Bachelor's Schedule to the Master's and Master's plus 30, shall be paid a total of \$400.00 based on the following method:

- \$100.00 - First 8 graduate semester hours
- \$100.00 - Second 8 graduate semester hours
- \$200.00 - Upon attainment of the next level

If the filing of credits occurs during the current contract year the increment shall be pro-rated for the remainder of the contract year in relation to the remaining number of months to ten.

ALTERNATE SCHEDULE A

Educational Level

Yearly Step	60 Sem. Hours	90 Sem. Hours	Bachelor's Degree	Master's Degree	Master's Degree (plus 30 hrs)
0	4900	5100	5500	5900	6300
1	5150	5350	5750	6150	6550
2	5440	5640	6040	6440	6840
3	5705	5905	6330	6730	7130
4	5955	6155	6630	7030	7430
5	6180	6380	6930	7330	7730
6	6520	6720	7270	7670	8070
7	6520	7075	7600	8000	8400
8	6520	7075	7980	8380	8780
9	6520	7075	8390	8790	9190
10	6520	7075	8800	9200	9600

Full credit on the above salary schedule will be allowed for prior teaching experience up to a maximum of five (5) years. Military service up to three (3) years may be substituted as teaching experience. Credit for teaching experience beyond five (5) years, and up to ten (10) years may be allowed at the Superintendent's discretion.

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- \$100.00 - Second 8 graduate semester hours
- \$200.00 - Upon attainment of the next level

If the filing of credits occurs during the current contract year the increment shall be pro-rated for the remainder of the contract year in relation to the remaining number of months to ten.

SCHEDULE B

A. There shall be the following department chairman positions.

<u>High School</u>	<u>Junior High School</u>
1. Mathematics	1. Math and Science
2. Science	2. Language Arts and Social Studies
3. English	
4. Social Studies	
5. Physical Education	
6. Business	
7. Industrial Arts	
8. Counseling	

Each shall be compensated at the rate of \$200.00

B. The following positions are established and shall be compensated by a stipend.

Journalist	- \$ 100.00
Junior High Newspaper	- 75.00
Yearbook	- 150.00
Charleaders	-
Varsity	- 150.00
Jr. Varsity	- 100.00
Freshman	- 75.00
Jr. High	- 100.00
Senior Play	- 150.00
Junior Play	- 150.00
Elementary Librarian	- 50.00/100 students
Senior Class Sponsor	- 100.00
Junior Class Sponsor	- 100.00
Debate	- 100.00
Forensics	- 100.00
Audio - Visual - High School	- 350.00
Principal Intern	- 200.00
Concert & Marching Band - High School	- 350.00

C. There shall be the following directors in the high school.

1. Co-op Director - 10% of current salary
2. Activities Director - \$350.00 plus one hour release time
3. Athletic Director - \$600.00

D. There shall be the following coordinator positions.

1. Reading Coordinator - 5% of current salary
2. Driver Training Coordinator - \$200.00
3. Federal Aid State Programs - base of \$1,000

SCHEDULE B (continued)

E. Coaches shall be compensated at the following rates.

High School

Head Coaching Stipends	0	1	2	3
Football	\$400	\$450	\$500	\$550
Basketball	425	475	525	575
Baseball	350	375	400	425
Track	350	375	400	425
Tennis	225	250	275	300
Cross Country	225	250	275	300
Golf	225	250	275	300

Assistant Coaching Stipends	0	1	2
Football	275	325	375
Basketball	300	350	400
Baseball	250	275	300
9th Grade Basketball	225	250	275

<u>Junior High School</u>	0	1	2	3
Football	275	300	325	350
Assistant	200	225	250	-
Basketball	300	325	350	375
Assistant	225	250	275	-
Baseball	200	225	250	275

F. The following positions shall be compensated in addition to regular salary scale.

Mixed Grades	- \$ 500.00
Speech Correctionist	- \$ 150.00
Special Education Teachers	- \$ 150.00

G. Additional Rates

1. Staff members required to work by contract additional weeks to the regular school year (i.e. counselors, secondary librarians, etc.) shall be compensated as follows

2 weeks - 5% of current salary

4 weeks - 10% of current salary

2. Regular summer school rate is established at \$6.00 per hour.

3. Drivers training is established at \$4.00 per hour

H. Mileage shall be reimbursed at the rate of .08¢ per mile.

I. The Board of Education agrees to pay monthly \$9.00 per single employee and \$13.00 per married employee towards Hospitalization Insurance. It is understood that an employee must first subscribe to the basic hospitalization plan before subscribing other benefits allowed. In addition, married couples both employed by the Board, \$9.00 per employee shall apply.

ALTERNATE SCHEDULE B

A. There shall be the following department chairman positions.

<u>High School</u>	<u>Junior High School</u>
1. Mathematics	1. Math
2. Science	2. Science
3. English	3. Language Arts
4. Social Studies	4. Social Studies
5. Physical Education	
6. Business	
7. Industrial Arts	
8. Counseling	

Each shall be compensated at the rate of \$300.00

B. The following positions are established and shall be compensated by a stipend.

Journalist	- \$150.00
Jr. High Newspaper	- 200.00
Yearbook	- 200.00
Cheerleaders	
Varsity	- 175.00
Jr. Varsity	- 125.00
Freshman	- 100.00
Jr. High	- 150.00
Senior Play	- 200.00
Junior Play	- 200.00
Elementary Librarian	- 75.00/100 students - min. \$300.00
Senior Class Sponsor	- 300.00
Junior Class Sponsor	- 150.00
Debate	- 150.00
Forensic	- 150.00
Audio Visual High School	- 350.00
Audio Visual Jr High	- 350.00
Principal Intern	- 300.00
Concert & Marching Band - High School	- 400.00
Concert & Marching Band - Jr. High	- 350.00
Safety Patrol Sponsor	- 150.00
Service Squad Sponsor	- 100.00

C. There shall be the following directors in the high school.

1. Co-op Director - 10% of current salary
2. Activities Director - \$550 plus one hour release time.
3. Athletic Director - \$650.00

D. There shall be the following coordinator positions.

1. Reading Coordinator - 5% of current salary
2. Driver Training Coordinator - \$200.00
3. Federal Aid State Programs - base of \$1,000
4. Auditorium Coordinator - \$500.00

Alternate Schedule B

E. Coaches shall be compensated at the following rates.

High School

- Football, head #1
- Basketball, Head #1
- Football Asst #2
- Basketball Asst #2
- Baseball Head #2
- Track, Head #2
- Baseball, Asst. #3
- Cross Country Head #3
- Tennis, Head #3
- Golf, Head #3
- BAA #4

Junior High School

- Football, Head #3
- Basketball, Head #3
- Football, Asst. #4
- Basketball, Asst. #4
- Baseball, Head #4

Yrs. of Experience	0	1	2	3
#1	450	500	550	600
#2	375	425	475	525
#3	300	350	400	450
#4	250	300	350	400

F. The following positions shall be compensated in addition to regular salary scale.

- Mixed Grades - \$500.00
- Speech Correctionist - \$150.00
- Special Education Teachers \$200.00

G. Additional Rates

1. Staff members required to work by contract additional weeks to the regular school year (i.e. counselors, secondary librarians, etc.) shall be compensated as follows
 - 2 weeks - 5% of current salary
 - 4 weeks -10% of current salary
2. Regular summer school rate is established at \$6.00 per hour.
3. Drivers training is established at not less than \$4.00 per hour.

H. Mileage shall be reimbursed at the rate of ten cents per mile.

I. The Board shall provide without cost to the teacher comprehensive hospitalization, medical, and surgical protection to the teacher and his immediate family under the current basic and major medical MEA Insurance Plan, or an equivalent plan and comparable rate. It is understood that an employee must first subscribe to the basic hospitalization plan before subscribing to other benefits allowed.

In addition to the above insurance coverage the Board shall provide without cost to the teacher accidental bodily injury health and accident insurance coverage as specified in Article XII, Section B.

