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MASTER AGREEMENT

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ELLSWORTH COMMUNITY SCHOOL
Ellsworth, Michigan

1974-75 School Year

Ellsworth Community School
Ellsworth, Michigan 49729

Ellsworth Community School

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PREAMBLE

THIS AGREEMENT made and entered into by and between the Board of Education of the Ellsworth Community School District, Ellsworth, Michigan, hereinafter referred to as the "Board", and the Ellsworth Education Association, hereinafter referred to as the "Association".

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and by Act 379 of the Public Acts of 1965, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I - RECOGNITION

Sec. 1. The Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all certified teaching personnel whether under written contract, on leave, or on a per diem, hourly or class rate basis. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, principal and assistant principals and any other person engaged in at least 50% of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

Sec. 2. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

Sec. 1. The Association recognizes that the Board is charged by law with certain responsibilities which it must assume and discharge, and which may not be delegated. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board, and it is agreed that the Board retains and reserves the right, among others:

- a. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- b. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

- c. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- d. To determine class schedules, the hours of instruction, and the duties, responsibilities, and the assignments of teachers and other employees with respect thereto.

ARTICLE III-- TEACHER RIGHTS

Sec. 1. The Board recognizes that a teacher shall enjoy the freedom to join or not join any organization without fear of prejudicing his employment as a teacher.

Sec. 2. The Board recognizes that teachers have the right to join any organization for their professional or economic improvement, but that membership in any such organization shall not be required as a condition of employment.

Sec. 3. Complaints directed against a teacher by any individual must be brought to the teacher's attention by the school administrator within five (5) working days or be dropped.

Sec. 4. The Board recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.

Sec. 5. The Association and its members shall have the right to use the building facilities at all reasonable hours for business meetings upon arrangement with the principal. *Suppt*

Sec. 6. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or 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 the attention of the Board as long as the conduct of the individual teacher is within reasonable bounds of generally understood good professional conduct.

Sec. 7. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.

Sec. 8. No teacher shall be disciplined, reprimanded, reduced in rank or compensation 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 representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the association.

ARTICLE IV - ASSOCIATION RIGHTS

Sec. 1. Upon notification of the Administration the Association shall have the right to use school buildings between the hours of 7 a.m. to 10 p.m. (Mon.-Sat.) for meetings, provided that when special custodial service is required, the Board may make customary hourly charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m.

Sec. 2. Duly authorized members of the Association shall be permitted to transact official Association business on school property at the above times, provided that this shall not interfere with or interrupt normal school operations.

Sec. 3. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at the above times. When such equipment is not otherwise in use, the Association shall pay for the cost of all materials and supplies incidental to such use.

Sec. 4. The Association shall have the right to post notices of lawful activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the interschool mail service and teacher mail boxes for communication to teachers.

Sec. 5. The Board agrees to furnish the Association in response to written requests all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association.

Sec. 6. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

ARTICLE V - PROFESSIONAL GRIEVANCE PROCEDURE

Sec. 1. A claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

Sec. 2. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

Sec. 3. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on a form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal.

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Sec. 4. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Sec. 5. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Sec. 6. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, which ever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Sec. 7. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. 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 proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding on any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court or competent jurisdiction.

Sec. 8. The fees and expenses of the arbitrator shall be paid by the party requesting arbitration.

Sec. 9. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

Sec. 10. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, it must be settled by the last day of the school year or by a specified date agreed upon by both parties.

Sec. 11. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE VI - SALARY SCHEDULE

Sec. 1. The salary schedule is designed to attract new teachers, to retain the teachers we now have, and to encourage all teachers to make academic improvements. All teachers are to be hired on the basis of this schedule. The Board proposes the following schedule for teacher salaries for the 1974-75 school year:

Step	BA	BA + 20	MA	MA + 15
1	8200	8300	8700	8800
2	8525	8625	9025	9125
3	8850	8950	9350	9450
4	9175	9275	9675	9775
5	9500	9600	10000	10100
6	9825	9925	10325	10425
7	10150	10250	10650	10750
8	10475	10575	10975	11075
9	10800	10900	11300	11400
10	11125	11225	11625	11725
11	11450	11550	11950	12050

Additions for activities over and above regular teaching duties:

Head Football	\$600
Assn't Football	300
Head Basketball	700
Assn't Basketball	500
Junior High Basketball	300
Girls' Basketball	400
Track (Boys' and Girl's).	200
Baseball	300
Varsity Cheerleaders	100
Junior Varsity Cheerleaders	100
Junior High Cheerleaders	100
Sponsorships	
Senior Class	150
Junior Class	150
Sophomore Class	100
Freshman	100
Eighth Grade	50
Seventh Grade	50
Class Substitution	5 per hour
Driver's Education	5 per hour
Yearbook	150
Class Plays	100

Teachers sponsoring Seniors, Juniors, Sophomores, and Yearbook are not required to take any other activity and all other teachers are not required to take more than two. Returning teachers will have first consideration in regard to extra assignments in order of seniority. The Administration and Board reserve the right to make extra duty appointments on the basis of qualification and well being of the education program.

Sec. 2. Teachers will be given ^{up to} five (5) years credit for experience in other schools. Teaching experience of less than one (1) year will receive a proportional increment by semesters equal to the teacher's experience.

Sec. 3. Teachers will be paid, in accordance with the directions to the Board by each individual teacher, in one of the following ways: 1) in 20 equal installments throughout the school year, payable every other Friday; 2) in 26 equal installments throughout the entire year; or, 3) in 20 equal installments throughout the school year and a final lump sum payment in June.

Sec. 4. All faculty members must complete one course in education or their teaching field, every three years or remain on step until this is fulfilled. If at the top of the schedule and this is not completed, teachers will be lowered one step each year until fulfillment. Only School Board action may make an exception.

Sec. 5. The Board will pay for Full Family Super Med I for two years with part time instructors receiving insurance payment by the Board to the nearest tenth.

Sec. 6. Teachers and their spouses will be admitted free to all athletic events.

Sec. 7. All extra curricular contracts will be offered for the next academic year before the end of school of the present school year. In case of a resignation, the above will be waived.

ARTICLE VII - TENURE

Sec. 1. The District will comply with provisions of Public Act 379 regarding matters of Teacher Tenure.

ARTICLE VIII - HEALTH

Sec. 1. Physical Examinations.

- a. Before being placed under tenure each teacher may be asked to submit to a general physical examination including a chest x-ray and blood test at the discretion of the superintendent. Selection and payment of physician will be made by the Board.
- b. In the event that the results of the examination are not acceptable to either party the service of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. Expense is to be borne by the dissatisfied party.
- c. The Board may, at its discretion, require any teacher to submit to physical and/or psychological, or psychiatric examinations at any time, such examinations to be paid for by the Board.

Sec. 2. Partial Disability. In case of partial disability as established by a qualified physician which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustment made.

Sec. 3. Personal Illness Allowance.

- a. Each teacher employed by the Board shall be entitled to twelve (12) days of personal illness leave per year.
- b. The teacher shall, upon request of the Board and/or Superintendent be required to furnish certification of illness from appropriate medical authority satisfactory to the requesting party. The said certification shall cover the period of illness for which the teacher is to be paid.
- c. In the case of illness or an injury compensated by Workmen's Compensation, the teacher may have the choice of being paid the difference between his regular salary and the amount paid by the Workmen's Compensation insurance, with only 1/2 day charged to personal illness leave for every day absent or the teacher may use his regular total number of days accumulated.
- d. Unused personal illness days are to be allowed to accumulate to a level of 72 days for each teacher.
- e. A statement of his personal illness account will be presented to each teacher not later than September 30 of each year.

- f. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident anytime after two hours of duty will be considered absent for personal illness leave purposes one-half day. If forced to leave one and one-half hours after the beginning of the afternoon session, he is to be considered present the entire day and no deduction of salary or personal illness days is to be made.
- g. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall lose no pay and time off will not be charged against personal illness days. The teacher will supply an immunization chart when asked by the Board.

ARTICLE IX - LEAVE OF ABSENCE

Sec. 1. Teachers may be granted leaves of absence for the following reasons:

- a. Conscription in the armed services of the United States,
- b. Maternity leave of absence, or
- c. Peace Corps leave and sabbatical leave.

Sec. 2. Temporary leaves of absence shall be without pay unless otherwise stipulated and for not more than one year.

- a. Teachers on temporary leave of absence who are in the armed services may have leave of absence extended for an additional two years.
- b. Military service that interrupted an active teaching career or educational training for the teacher profession shall be evaluated by the administration. Partial credit may be given.

Sec. 3. Emergency leave:

- a. In the event of critical illness, or other emergency, in the teacher's own household, a reasonable amount of lost time will be allowed the teacher without loss of pay or sick leave. This is to be at the discretion of the Superintendent.
- b. In the event of death in the immediate family (father, mother, brother, sister, spouse, or child), the teacher will be granted time off at the discretion of the Superintendent, with no deductions from his sick leave.
- c. In the event of other deaths, the teacher will be granted time off which will be deducted from his sick leave. This is to be at the discretion of the Superintendent.

Sec. 4. Personal Business Days

- a. The Board will authorize two personal business days per year to be used for personal business activities.

- b. Personal business days shall be defined as a day spent transacting business of a nature which cannot be reasonably transacted at times other than normal school hours. Examples would be purchasing a home, legal matters, adoption, ect. Personal business days are not for recreational purposes.
- c. Application for such leave shall be made with the administration as far in advance as is practical, and at least 24 hours prior to the date the intended leave is to begin. This provision may be waived in the event of emergency conditions, at the discretion of the Superintendent.
- d. Personal business days may be granted on days other than Mondays, Fridays, days immediately preceding or following vacation, or any other school recess.
- e. In the event of emergency circumstances which could result in undue hardship to the individual involved, personal business day may be granted, at the discretion of the superintendent, on those days excepted on article d.

ARTICLE X - RETIREMENT

Sec. 1. A teacher reaching the age of sixty-five will be allowed to complete that teaching year but afterward, may be retired at the option of the Board.

ARTICLE XI - NEW TEACHER ORIENTATION

Sec. 1. The school principal must appoint an experienced teacher to act as a "helping teacher" to any new teacher.

Sec. 2. The "helping teacher" will not be in line of authority nor in a supervisory capacity over the new teacher.

Sec. 3. The "helping teacher" is to assist in every way to orient the new teacher to school policies and routine, as well as its traditions and practices.

Sec. 4. The "helping teacher" is to assist the new teacher to become acquainted with the geography, services, and facilities of the Community of Ellsworth.

Sec. 5. There must be one (1) day of orientation before the first day of school, and all teachers, new and returning, must attend.

ARTICLE XII - TEACHER EVALUATION

Sec. 1. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

Sec. 2. Probationary Teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of services, four months after a teacher's commencement of service, and ninety days prior to the end of the probationary year. Time intervals between evaluations will be scheduled to avoid "bunching" with five (5) days for improvement allowed.

Sec. 3. Tenure teachers shall be observed for the purposes of evaluation at least once every year.

Sec. 4. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or is entitled to a hearing before the Board.

Sec. 5. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and to have a representative of the association accompany him in such review.

Sec. 6. No material originating after original employment will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is in appropriate or in error, he may receive adjustment, provided cause is shown, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Sec. 7. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the written evaluation report, offering constructive criticism.

Sec. 8. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in terms as shall an identification of the ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a deficiency shall be interpreted to mean that adequate improvement has taken place.

Sec. 9. A pre-evaluation conference shall be held between the evaluator and teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. In the place of the pre-evaluation conference, daily lesson plans may be substituted.

Sec. 10. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. A copy of the probationary teacher and tenure teacher evaluation form will be included in the Appendix to this Master Agreement. The Board reserves the right to select and provide the evaluation form.

Sec. 11. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association and provide for a hearing where requested.

ARTICLE XIII - PROFESSIONAL GROWTH

Sec. 1. The Superintendent of Schools shall determine what conferences will be attended and select the personnel.

Sec. 2. Teachers attending authorized conferences, workshops, or professional visitations will be reimbursed expenses incurred attending such conferences as follows:

- a. Travel expense at the rate of 12¢ per mile up to 500 miles at the discretion of the superintendent.
- b. Room and meals not to exceed \$25 per day.
- c. An itemized statement of expenditures must be presented in order to receive payment.
- d. Teachers shall suffer no losses of pay attending authorized conferences.
- e. The Association shall submit an attendance report to the Superintendent for pay purposes.

Sec. 3. The Board will grant each teacher one (1) visitation day per school year, with no more than two (2) teachers to leave on any one day. The superintendent is to be notified at least three (3) days in advance and is to be given a report of the day's activities upon the teacher's return. The Board will pay 10¢ per mile for a total of 100 miles, 5¢ per mile for an additional total of 400 miles. Beyond 500 total miles the teacher must pay his or her own expenses.

Sec. 4. Each year some Inservice Training shall be provided by the Board and Administration, planned by the Administration and Teachers and approved by the Board.

ARTICLE XIV - TEACHING CONDITIONS

Sec. 1. Teachers are to attend all school assemblies to help maintain student order.

Sec. 2. All teachers are required to attend faculty meetings.

Sec. 3. In addition to teaching, each teacher is subject to assignment by the principal to responsibility for a portion of the miscellaneous services and activities of the school, such as preparation of programs, extracurricular activities, exhibitions of work, parent-teacher meetings, supervision of students and committee activity. It is agreed that no teacher be compelled to attend more than five (5) meetings per semester under Article XIV, Section 2.

Sec. 4. All high school teachers will have at least one unassigned preparation period per day. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to a regular class hour. Each high school teacher will take his turn at noon duty, during which time he will receive free lunch. The Administration and the Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Sec. 5. The teacher's freeperiod is for planning of work, correction of papers, and to be available for counseling with pupils. Teachers are expected to be in the building during this time, unless given permission to leave by the administration.

Sec. 6. Teachers will be in the building 25 minutes before the start of school and in the classroom five minutes before the final bell. They will remain 15 minutes after dismissal each day except Fridays, when they may leave at the time of school dismissal.

Sec. 7. Any elementary teacher who is asked to teach a class comprised of more than one grade level will be compensated in the amount of five hundred dollars (\$500) in addition to their regular salary.

Sec. 8. The Board recognizes 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 Board and a Committee from the Association will confer from time to time for the purpose of improving the selection and use of each educational tool, and the representatives of the Board and Association will submit to the entire Board their decisions for approval.

Sec. 9. Teachers will teach in their major and minor fields as nearly as possible.

Sec. 10. Each teacher will have access to his or her personal file, with the Superintendent to be present while the teacher is reviewing the file. Each teacher shall have the right to bring a witness while reviewing his or her file.

ARTICLE XV - TEACHER - STUDENT RATIOS

Sec. 1. The Board agrees to a classload of thirty (30) students for all academic areas other than those restricted by facilities or equipment such as shop, home economics, typing and chemistry which shall be limited to twenty (20) students. It is further agreed that subjects like band and physical education may be larger. Any number higher than these maximums will be by the mutual consent of the administration and the teacher involved. Class size is to exclude elementary grades.

ARTICLE XVI - ACADEMIC FREEDOM

Sec. 1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVII - DURATION

Sec. 1. This agreement shall become effective 12:01 a.m., Sept. 1, 1974 to 12:00 midnight, June 30, 1976. Should either party hereto desire to amend, modify, or terminate this agreement after June 30, 1975, such party shall serve a written notice upon the other party no later than May 1 of the contract year indicating areas of change desired. Negotiations shall begin no later than thirty days after receipt of notification. Article VI, Sec. 1. of this Agreement will expire June 30, 1975

ARTICLE XVIII - CONTINUITY OF OPERATIONS

Sec. 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instrumental program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

Sec. 2. The Board and Association also agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XIX - TEACHER PROTECTION

Sec. 1. Any case of assault which is school related upon a teacher shall be promptly reported to the Board or its designated representative. The time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

Sec. 2. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable. A teacher may, at all times, use such force as is necessary to protect himself, a fellow teacher or administrator, or a student, from attack, physical abuse, or injury.

ARTICLE XX - NEGOTIATION PROCEDURES

Sec. 1. Should any party hereunto desire to amend, modify or terminate this agreement after June 30, 1975, such party shall serve a written notice upon the other party no later than May 1 of the contract year indicating areas of change desired. Negotiations shall begin no later than thirty days after receipt of notification.

Sec. 2. In the event that court-ordered negotiations are conducted during regular school hours release time shall be provided for the Association's negotiating committee.

Sec. 3. There shall be three copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the superintendent.

ARTICLE XXI - SCHOOL CALENDAR

Sec. 1. The parties agree that all aspects of the school calendar are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Appendix A of this Master Agreement. Any deviation shall be by mutual consent.

Sec. 2. The school calendar shall be coordinated with the Intermediate School District.

Sec. 3. The term "vacation" will not appear in the calendar. "Recess" is preferred.

ARTICLE XXII - REDUCTIONS IN PERSONNEL AND
ANNEKATIONS AND CONSOLIDATIONS OF DISTRICT

Sec. 1. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with permanent teaching certificates whose qualifications most nearly fulfill the requirements of the subjects to be taught, and, secondly, having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

Sec. 2. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

Sec. 3. When the substantial and unforeseen changes in student population or other conditions making necessary a general reduction in the number of teachers is resolved, then those teachers, layed off, with the greatest degree of seniority in the subject matter to be taught as determined by the board will be called back to work.