

July 31, 1971

LABOR AND INDUSTRIAL

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Fenton

AGREEMENT

between the

FENTON BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS

and the

FENTON EDUCATION ASSOCIATION

This agreement entered into this November 8, 1969 by and between the Board of Education of the Fenton Area Public Schools, Fenton, Michigan, hereinafter called the "Board", and the Fenton 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 Fenton is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern, 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:

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, on per diem appointments, classroom teachers, special education teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, cooks, custodians, and bus drivers.

The Association also represents probationary teachers for wages, hours, and working conditions, but the Board reserves its rights of transfer and discharge under the Tenure Act of 1964. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's 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 Association had been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Teacher Tenure Act of 1964, and Act 379, Public Acts of 1965. The rights granted to teachers hereunder shall be deemed to be in addition to these provided elsewhere.

ARTICLE II

Deduction of Education Association Dues

A. The Board agrees to deduct from the salaries of teachers dues for the Fenton Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

1. In the event a teacher shall not join the Association and execute an authorization for dues deduction, such a teacher, shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded to the Association.
2. Except that the provisions of this Article shall not apply to teachers employed at the close of the 1967-1968 school year.

B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in 10 equal monthly installments.

C. Dues authorizations filed with the Superintendent on or before the 16th. day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 1st. day of January, shall be deducted together, as one deduction, in five equal monthly installments of the second semester.

D. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the

superintendent and the Treasurer of the Association. Thereafter the teacher shall be subject to pay the negotiation fee as specified in Paragraph A, I, of this article unless exempted therein, said revocation form must be filed subsequent to June 1 and prior to September 1 of any year.

E. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.

F. For the purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of the school in the fall to the last teacher working day of the school in the spring.

G. Dues deductions shall be transmitted by the Superintendent to the FEA Treasurer within 20 days after such deductions are made. The FEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations,

H. All refunds claimed for dues of the FEA, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

I. Any dispute between the FEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

J. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

K. Non-member negotiation fee will be subject to paragraphs A, B, F, G, H, I, J above, except no authorization in writing shall be required.

L. Any teacher not exempted in Paragraph A who shall refuse to pay the negotiation fee shall be subject to dismissal upon filing of written charges by the Association.

1. The Association shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this article.

ARTICLE III

Professional Responsibility

A. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

B. It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements.

ARTICLE IV

Board Rights

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise, and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the expressed terms of this Agreement and limited only by such terms.

All existing policies relating to employment, not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the Board unilaterally to make changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms and conditions of employment is contemplated, the Association will be informed and given an opportunity to express its position. The Board agrees to consider any expressed position of the Association or any recommended policies or policy changes relative to wages, hours, and terms and conditions of employment submitted by the Association.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE V

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or

negotiations. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of this Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

C. The Association and its members shall have the privilege of using school facilities for meetings outside of school hours.

No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers' lounges and the school mailing system including the daily bulletin shall be made available to the association and its members, provided that all materials posted or placed in the school mail system relate to the official business of the Association and such communication shall be cleared by the Association Representative.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances or complaints. The Board is under no duty to incur cost for any reproduction.

E. A copy of the official agenda of the meeting and copy of the minutes of the previous meeting will be available to the Association at the Superintendent's office prior to said meeting.

ARTICLE VI

Teacher Responsibilities

A. It is the responsibility of the Association and individual teachers to honor Board policies and administrative regulations that are in accord with this Agreement and the laws of the State of Michigan and of the United States of America. It is neither the function nor the right of the Association or individual teachers to assume administrative responsibilities.

B. It is the responsibility of the Association and each individual teacher, as well as the Board, to strive for the highest quality educational program possible for every boy and girl in the school district. This requires when feasible:

1. Careful daily preparation.
2. Participation in building and district wide curriculum study.
3. Participation in public oriented activities of the school, such as:
 - a. Open houses
 - b. PTA Meetings
4. Participation by attendance only in public performances of children in plays, concerts, athletic activities, and any student money making activities.
5. Participation in parent-teacher conferences is required. When conferences are held outside of the established school hours, released time will be authorized during the regular school hours in an equal amount.

C. When a teacher is unable to be in school on any given day he should contact his building principal as early as possible in order that he may arrange for a substitute.

The teacher is required to call his building principal by pupil dismissal time on the day before he will return to his post. Without such a call it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make the call by pupil dismissal time and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary if there is no other assignment available for the substitute. In the event a teacher is absent, due to illness, on a day preceding a weekend and/or holiday recess, he will be required to call his principal on the day before school resumes ONLY if he still needs to be out. Otherwise, if no call is received by the principal, the teacher is automatically expected to report back for duty.

D. Time lost by unauthorized absence from duty will result in a proportionate salary reduction. The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth in Appendix A, by the total number of work days on the school calendar.

E. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Fenton Area Public School District that:

1. Upon initial employment each employee shall provide by certification of his private physician evidence of:

- a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 - b. Freedom from active tuberculosis and other communicable diseases.
2. A statement shall be filed with the employee's personnel record within 14 days after the first day of regular school sessions of each school year, and shall be available for examination by public health department personnel. Either the tuberculin skin test or a chest x-ray is acceptable.
 3. Wages of an individual will be withheld after the 15th day until compliance is made, following which any such withholding will be immediately paid to the individual as soon as proof is given to the Superintendent of Schools.

ARTICLE VII

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A. Such salary schedule shall remain in effect during the two-year term of this Agreement.

1. For certified teachers, seven years experience in other school systems will be accepted with full credit on the schedule. Teachers under contract are to be placed on schedule. The Board, with the approval of the Association, may pay above the schedule for personnel in extremely short supply when the school program would suffer unduly if the school system was forced to operate without such personnel.
2. A substitute teacher employed on a day-to-day basis shall be paid \$25.00 per day during the 1969-70 school year; and \$27.50 per day during the 1970-71 school year. All regularly employed teachers, when substituting within the system, shall be paid \$6.00 per class hour during the 1969-70 school year; and \$6.50 per hour during the 1970-71 school year. When any regularly employed elementary teacher shall substitute for a music, art, or physical education teacher, he shall receive \$6.00 per hour during the 1969-70 school year; and \$6.50 per hour during the 1970-71 school year on a pro-rated basis.
3. When a substitute teacher is employed for a consecutive period in excess of 10 school days in the same position,

the rate of pay beginning on the eleventh school day shall be \$27.50 per day during the 1969-70 school year; and \$30.00 per day during the 1970-71 school year.

4. Additional compensation for special education teachers shall be \$500.00; and for teachers of driver education, \$5.00 per hour, (June, July, August, 1970 and 1971).
5. Following is the schedule of additional pay for teachers employed in the athletic program:

	<u>Percentage of Base Salary</u>
<u>Director of Athletics</u>	13 %
 <u>Football</u>	
Head Coach	11 %
Assistant Varsity Coach	8 %
Head Reserve Coach	8 %
Assistant Reserve Coach	7 %
Head Freshman Coach	6 %
Assistant Freshman Coach	5.5%
Head Junior High Coach	5.5%
Assistant Junior High Coach	5 %
 <u>Basketball</u>	
Head Coach	11 %
Head Reserve Coach	8 %
Freshman Coach	6 %
7th & 8th Grade Coach	5.5%
 <u>Track</u>	
Head Coach	9 %
Assistant Varsity Coach	7 %
Junior Varsity Coach	6 %
Junior High Coach	5.5%
 <u>Baseball</u>	
Head Coach	6.5%
Junior Varsity Coach	4 %
Junior High Coach	2.25%
 <u>Wrestling</u>	
Head Coach	8 %
Assistant Coach	5.5%

Cross Country

Head Coach 6 %

Golf

Head Coach 6 %

Tennis

Head Coach 5 %

Girls Activities

Basketball Coach 4 %

Softball Coach 4 %

Cheerleading Coach

High School 4 %

Middle School 3 %

6. Following is the schedule of additional remuneration for all other positions not covered above for the year 1969-70 and 1970-71:

Department Chairmen	\$400.00
Special Education Teachers	500.00
Summer Band	300.00
School Band	600.00
Debate and Forensics	300.00
School Paper	250.00
School Annual	300.00
Vocal Music	350.00
Elementary Honor Choir	150.00
Freshman Sponsor	75.00
Sophomore Sponsor	75.00
Junior Sponsor	100.00
Senior Sponsor	150.00
Elementary Safety Patrol	100.00
Director of Materials Center	250.00
Supervisor of Audio-Visual Equipment	100.00per elem. sch.
Supervisor of Science Laboratory	50.00per elem. sch.
History Club	100.00
Varsity Club	150.00
French Club	100.00
Latin Club	100.00
Ski Club	75.00
Future Teachers	150.00
Future Nurses	150.00

Future Homemakers	\$100.00
National Honor Society	50.00
Drama Club	150.00 per play
Junior High French Club	75.00
Junior High Music Club	75.00
Elementary Honor Band	150.00

7. Longevity pay - In addition to the teacher's regular salary as determined by the salary schedule, a teacher who has completed 20 - 29 years in this school district shall receive an additional \$100.00; 30 - 39 years, an additional \$200.00; 40 or more years, an additional \$300.00.

B. Insurance

1. Employee Insurance - The Board will pay the premium of all full-time teacher's medical and hospitalization insurance as provided by the Michigan Education Association or Blue Cross-Blue Shield, up to a maximum of \$18.00, 1969-70, and \$20.00, 1970-71, per month per teacher. Part-time teachers will receive premium payment by the Board of Education up to a maximum of \$7.00 per month. Full-time teachers shall be interpreted to be those who work thirty-nine (39) or more weeks during the school year and who work at least six (6) hours per day, five (5) days per week. Part-time teachers must work a minimum of fifteen (15) hours per week to qualify for the insurance program. Premium benefits shall be paid twelve months per year. Teachers who terminate their employment at the end of the school year with the School District shall have insurance benefits through August 31 following the termination of the contract. For those who terminate their employment prior to the last day of school, insurance benefits shall terminate immediately.
2. Teachers may participate in the tax-sheltered annuity program offered by the Michigan Education Association or any other company the Board may authorize.
3. Workman's Compensation - Teachers working for the Fenton Board of Education are covered by Workman's Compensation as required by law.

C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and in addition, Good Friday.

D. The elected representatives and the assemblymen shall be released from regular duties without loss of salary not to exceed three days to attend the necessary leadership meetings. The Association may purchase from the Board of Education up to 30 days, at the daily substitute rates, to be used for such Association business. A maximum of 2 people may be involved at a time, not to be absent over 5 consecutive working days.

E. Persons who have chosen to receive their pay in 20 installments shall receive

the balance of their pay, including retroactive pay, in 18 equal paychecks. The first paycheck shall be issued on November 14, 1969, the second paycheck shall be issued on November 21, 1969, and all other checks shall be issued at two week intervals thereafter.

F. Persons who have chosen to receive their pay in 26 installments shall receive the balance of their pay as follows:

1. On November 14, 1969, they shall receive the sum equivalent to two regular paychecks plus any retroactive pay to which they are entitled.
2. The second paycheck shall be issued on November 21, 1969, and all other checks shall be issued at two week intervals thereafter.
3. Effective the first pay period on the 1970-71 school year, all teachers may elect to receive their pay in either 21 or 26 installments.

G. A teacher shall be reimbursed at the rate of \$15.00 per semester hour for college course work completed beyond that which is required to qualify for the permanent certificate.

ARTICLE VIII

Daily Time Schedule for Teachers

FENTON HIGH SCHOOL

7:40 Work day begins
8:00 Classes begin
2:35 Classes end
3:00 Teacher's workday ends

FENTON MIDDLE SCHOOL

7:50 Workday begins
8:00 Classes begin
2:45 Classes end
3:15 Teachers workday ends

FENTON ELEMENTARY SCHOOLS

8:25 Workday begins
8:50 Supervision begins
9:00 Classes begin
3:45 Classes end
4:00 Teachers' workday ends

Provision 1.- A 45 minute duty free lunch period.

Provision 2.- Each teacher in each elementary building shall have a duty free recess.

STAFF MEETINGS

High School. One staff meeting per month may be held from 2:45 - 3:45.

Middle School. One staff meeting per month may be held from 2:55 - 3:55.

Elementary school. One staff meeting per month may be held from 7:50 - 8:50.
(A.M.)

No staff meeting will be held on the day prior to a holiday, vacation, or Friday.

Short staff meetings may be held at the following times upon twenty-four hours notice.

High School. 2:45 - 3:10 P.M.

Middle School. 2:55 - 3:20 P.M.

Elementary School. 8:15 - 8:40 A.M.

FEA MEETINGS

All general FEA meetings shall be held outside of the teachers workday. However, the Association may have one meeting a month exclusively for members within a building for Association purposes, hours to be the same as those scheduled for teachers meetings, except that students may not be dismissed in order to accommodate such meetings.

ARTICLE IX

Working Conditions

A. The Board recognizes the principle of a standard forty-hour work week and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers to work in excess of such standard work week within or outside of any school building.

B. On Fridays and on the day prior to a vacation, teachers may leave their respective buildings 10 minutes following the end of the students' school day.

C. Teaching loads and assignments - It is recognized by the Board and the local Association that the pupil-teacher ratio shall be defined as number of pupils per teacher and is an important aspect of an effective program.

If for any reason the following maximum class sizes are exceeded, a meeting shall be held no later than 30 days from the date the excess occurs to discuss methods by which these problems may be resolved. (This resolution shall not be subject to the grievance procedure.)

	<u>Pupils</u>
(1) Kindergarten	22
(2) Elementary school grades	25
(3) Special classes for handicapped or mentally retarded	15
(4) Special sight-saving and hearing conservation classes	12
(5) Classes of emotionally disturbed children	9
(6) Special Ed. students. No more than 1 per classroom. The maximum class size per teacher in the secondary schools which we shall work toward shall be as follows:	

Accelerated English	25
English, Social Studies, General Education, Mathematics, Science, Language, Business	30
Typing	30
Industrial Arts: Middle School	24
I	22
Advanced	18
Drafting I	30
II	20
III	18
Vocational shops	20
Homemaking Middle School	20
High School	16
Music: General	30
Art	25
Physical Education	40
Counseling Guidance	350

D. The Board or its representatives will endeavor at all times to maintain as closely as possible, equal distribution of students by grades in elementary classrooms and high school classes.

E. The normal weekly teaching load in the senior high school will be 25 teaching periods, and 5 unassigned preparation periods. The normal weekly teaching load in the Middle school will be 25 teaching periods and 5 unassigned preparation periods. A teaching period is defined as sixty (60) clock minutes including passing time.

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Middle School and senior high teachers shall have no more than three different preparations per day, except through mutual consent of the teacher and the administrator. With the consent of the teacher, he may be assigned a schedule requiring four different preparations in English, social studies, math, and science while five different preparations may be assigned in foreign language, home economics, industrial arts, art, music, physical education, and commercial.

Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals by the last day of the calendar school year. This will not guarantee these assignments, but any changes will be discussed with the teacher before they are made. No notification will indicate no change in teaching assignments. Each teacher in the elementary grades shall be classified as a teacher of either early elementary or later elementary grades. Each shall be assigned within his classification.

Secondary teachers shall be assigned to their major area or any area in which 18 semester hours of work have been completed. By mutual consent, a change in a grade or subject area assignment may be made.

Supervision by a tenure teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. The supervising teacher shall receive the compensation set by the college for such effort.

F. Teaching conditions

1. Facilities shall be furnished for storing personal belongings, instructional materials and supplies, provided that the District shall not be the insurer of the teachers' personal belongings and assume no liability for same.
2. All teachers will have a duty-free uninterrupted lunch period each day.
3. Elementary parent conference days shall be on consecutive days ending on Friday. For the benefit of the students, seven full weeks of school shall lapse before conferences are held.
4. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
5. Insofar as possible, adequate parking facilities shall be made available and maintained to teachers for their exclusive use.
6. Notwithstanding their employment, 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 attention of the Board, as long as it is consistent with the high standards which the teaching profession has.
7. The provisions of the Agreement and 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 full equality of educational opportunity to all pupils.

8. The Board recognizes that appropriate texts, library reference facilities, maps, 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 agrees to take into consideration all joint decisions made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
9. 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 in which smoking shall be permitted.
10. Present telephone facilities shall be made available to teachers for their reasonable use. Long distance calls for personal business shall be charged to the teacher's home phone number. When it is important that a telephone conversation be completely confidential, the teacher may ask the principal for the privilege of using the telephone in his office.
11. In schools where continuous cafeterial service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association; the proceeds to be used for the existing building recreational fund.
12. During preparation time, teachers may be free to use the building library, lounge, classroom, audio-visual center, restrooms, supply room, or any areas for the purpose of classroom preparation without notification to the building principal.
13. When the schools are closed to students due to severe inclement weather, or other acts of God, teachers shall not be required to report for duty, nor shall any charges be made against their sick or personal leave bank.

G. Assignment of Substitute Teacher

Whenever a regular teacher is absent from the classroom for any reason a substitute teacher must be provided. Whenever possible the substitute shall be someone other than a regular teacher.

Whenever a substitute from outside is not available for the secondary schools, a teacher from the regular staff during his conference period may be assigned to substitute under the following procedure:

TEACHER AVAILABILITY TO SUBSTITUTE

I realize that every class must have a teacher. If no one is available from the outside or regular teaching staff, then I will accept an assignment to substitute.

My choice of substitution assignments is as follows:

- _____ 1. I want to substitute within my department only.
- _____ 2. I want to substitute as often as possible.
- _____ 3. Some of the time I will agree to substitute and therefore want to be asked.
- _____ 4. I prefer not to substitute.

Signature

Note: No teacher will be required to substitute when a volunteer is available and no one will be required to substitute an excessive number of times per year.

1. When a substitute is needed, the principal will:
 - a. First attempt to secure a substitute from outside the regular staff. If he is unable to secure an outside substitute, he shall proceed as under below.
 - b. Secure a substitute from the regular staff by first asking those teachers who select #1 on the questionnaire. If he is unable to thus secure a volunteer, he shall ask those teachers who select #2 on the questionnaire. If he is unable to thus secure a volunteer, he shall ask those teachers who select #3 on the questionnaire. If after asking all teachers in each group to substitute a volunteer is not available, then the principal may assign a teacher to substitute from #4 group.
2. On a day when the teacher's regularly assigned class or classes do not meet because of other school functions, such as field trips and Clara Elizabeth classes that teacher may be assigned to substitute without additional compensation, on a rotating basis. Teachers with three or more senior classes will have one full day when they will not be asked to substitute so that they may complete records. This day shall be the day following completion of senior exams.
3. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE X

Vacancies and Promotions

A. In order to insure the highest quality of education for the children in our school system, professional teachers shall be hired by the Board whenever any teaching vacancy in the district shall occur. Written notice of such vacancies in specific areas, grade level and building will be made to the Association president, who shall have the right to post these vacancies in the teachers' lounge of every building. When school is not in session this notification shall be sent to the Association's president's residence, or his designated alternate's residence.

B. No vacancy shall be permanently filled until such vacancy shall have been posted for at least fifteen days.

C. Any teacher may apply for such vacancy. Such application shall be in writing and shall be acknowledged by the Superintendent. The application forms are to be provided by the Board. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of 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 for any cause.

ARTICLE XI

Transfers

A. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided if possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions within our school system shall be posted in the same manner as provided in Article X.

C. Any teacher who shall be transferred to a supervisory or an 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 XII

Leave Pay

A. Following is a statement of the sick leave policy:

All full-time teachers shall be allowed 10 days leave of absence caused by personal illness or critical illness in the immediate family. A teacher may accumulate up to 95 days for the 1969-70 school year and up to 100 days for the 1970-71 school year for such absences. Immediate family in the case of illness shall be defined to include own children, wife or husband, parents, grandparents, brother and/or sisters, and in-laws of like relation. Use of sick leave will be limited to units of not less than one hour. Over-sleeping does not constitute sick leave, and will result in loss of pay for that portion of the day.

In the event of absence of a teacher for illness in excess of 3 consecutive working days the Board may, at its expense, require an examination by an independent physician. If a teacher is absent to what is considered an excessive extent, such examination may be required at any time at Board expense.

1. 1st. step - Board will inquire through teacher's personal physician.
2. 2nd. step - A Board appointed physician may be brought in if decisions are not considered satisfactory.
3. 3rd. step - Through a physician, mutually agreed upon, to be appointed by Board and teacher in the event of conflicting physicians' opinion after steps 1 and 2.

Leave of absence with pay, chargeable against the teacher's sick and personal leave allowance, shall be granted, for not to exceed a maximum of twelve (12) days per school year, for death of the teacher's own parent, grandparents, spouse, son or daughter, brother or sister, and in-laws of like relations. Use of such leave will include the two personal days, plus as many such leave days as are necessary in case of death in the family described in this paragraph.

Two days of the 12 days leave may be used for personal purposes. These days can accumulate as sick leave only. A personal day shall be defined to include activities which be conducted at no time other than during the school day. Personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday or Sundays), on the opening day of a small game or fishing season, on the first two working days of a deer hunting season, on the working day preceding or following the opening of deer hunting season or on days when final examinations are scheduled. The principal may make special exception to a teacher in case of emergency. The Board reserves the right to limit the number of teachers on personal day leave at any given time to one per elementary building and two each at the middle and high school.

Any employee who must be absent from his duties for personal reasons, and for whom a substitute must be secured, shall notify his principal in writing on a form prepared by the Board and the Association not later than 12 o'clock noon of the third day preceding his absence, or in emergency situations at the earliest time possible.

Following is the notification form to be used for personal business leaves:

Personal Business Leave
Notification to the Principal

Principal's Name	School	Date
This is to notify you that I will be taking a day of personal leave on		

Date of Leave		

This is to certify that the leave qualifies according to the definition as stated in the Master Agreement which is as follows:

Article XII Section A: A personal day shall be defined to include activities which can be conducted at no time other than during the school day.

Signature of Teacher

B. Any teacher who is absent because of any injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

C. Any charge against a teacher's sick leave shall be signed for by that teacher upon his return.

D. Each teacher shall be notified at the beginning of the school year as to the number of days of sick leave he has accumulated.

ARTICLE XIII

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness not to exceed one year, but can be extended at the discretion of the Board. Upon return from leave, a teacher will 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 sick leave allowances, shall be granted for the following reasons.

1. Absence when a teacher is called for jury service.
2. Teachers shall be paid only for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable misconduct in his employment and such cases as the Board in its discretion shall decide.
3. Time necessary to take the selective service physical examination.

C. Professional Study - An instructional employee who has been employed under contract for three years or more, upon written request, may at the discretion of the Board be granted, without pay, a leave of absence for study for one year, provided it does not in any way injure the program of the school. This period shall be treated as time taught for purposes of the salary schedule. Number of teachers on leave for professional study limited to five at any given time.

D. Maternity - The Board will grant a leave of absence for maternity, without pay, to any regularly employed staff member, who has been employed two years or more, upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall be for a period of not more than two full school years and may be renewed at the will of the Board. The application shall be filed not more than two months after pregnancy has been determined; the employee shall terminate her work 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. Upon return to duty the teacher shall present a medical certificate stating that return to duty will not be injurious to the health of the teacher.

E. Leave of absence may be granted up to two years to any teacher who joins the Peace Corps as 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 Appendix A of this agreement.

F. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for a maximum of one year for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward salary increment on the schedule appropriate to their rank. Number of teachers so involved shall be limited to three.

G. Military Leave - Any regular employee of the Fenton Area Public Schools who may be conscripted into the defense forces of the United States for training or service, shall make application for military leave for not to exceed the period of time for which he is conscripted and shall be reinstated to his position in this school system with full credit of the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said applicant shall make application for reinstatement

within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

H. The Board shall grant a leave of absence without pay, for not to exceed one year which may be extended at the discretion of the Board, to any teacher to campaign for, or serve in, a public office.

I. Exchange Teaching - General Policies

1. There shall be an exchange of instructional employees as authorized under the Teacher Exchange Plan selected by the superintendent and approved by the Board, without pay, said selection be based on the education programs they offer.
2. There may be no more than one exchange instructional employee during any one school year.
3. Candidates for exchange positions shall be selected on the following items:
 - a. Outstanding teaching record
 - b. Length of service
 - c. Contributions to curriculum and other educational activities.
 - d. Ability of instructional employee to discuss educational policies and practices in and before professional groups.

Specific Policies

1. An instructional employee who has been under contract in this school system three years or more may be granted a leave of absence without pay for one or two semesters for exchange teaching.
2. Written application for such leave shall be made by the instructional employee not later than sixty (60) days prior to the end of that semester following which such leave is desired.
3. In computing service to determine the instructional employee's position on the salary schedule at expiration of leave, time spent on leave for exchange teaching shall be counted the same as active teaching service in the school system.

J. Ill health, injury, or other equally grave emergency.

1. An employee in this school system may be granted a leave of absence for one or two semesters on account of personal illness, accident, other equally grave emergency, and for rest and recuperation.
2. Written application for such leave shall be made by the employee, addressed to the superintendent, who shall, upon receipt of same,

make such investigation as necessary to determine to the best of his ability, if the granting of said leave would serve not only the interests of the employee, but also that of the pupils and of the Board.

3. In computing service to determine the employee's position on the salary schedule at expiration of leave, time spent on leave shall not be counted the same as active service in the school district.
4. Leave of absence as described shall be without compensation from this school district.
5. Whenever a leave of absence is granted as described, said employee must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

K. No leave will be granted for a period of more than one year without special action of the Board.

L. Travel or other reasons - An instructional employee who has been employed under contract for three years or more, upon written request, may be granted, without pay, a leave of absence for travel or other reasons considered valid by the Board for one year provided it does not in any way injure the program of the school.

M. Return from leave of absence - A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence should be filed with the superintendent not later than the first of March preceding the September in which he wishes to return.

ARTICLE XIV

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, tape recorders, public address or audio systems and other similar mechanical devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file except college placement credentials which are confidential. A representative of the Association may be requested by the teacher to accompany the teacher in such a review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, or disciplined for an infraction of discipline or delinquency in professional performances. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. It is further agreed that the administrator doing the reprimanding, or disciplining may have as a witness another administrator.

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

ARTICLE XVI

Negotiation Procedures

A. It is contemplated that matters not specifically covered in this Agreement but of common concern to the parties shall be subject to study between them from time to time during the period of this agreement upon request by either party to the other. The parties of this Agreement undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. Such arrangement may be made by a written and signed amendment, through voluntary, mutual agreement by both parties.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, 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.

C. By March 1, 1971, both parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the Michigan Employment Relation Commission or take any other lawful measures it may deem appropriate.

ARTICLE XVII

Grievance Procedures

A. Definitions

1. A "grievance" is an alleged violation or misinterpretation of the terms of this agreement or the written Board policies as they are from time to time promulgated and is a claim based on an event or condition which affects conditions, or circumstances related to school operation, provided, however, demotion or the discharge of a tenure teacher shall not be subject to the grievance procedure.
2. The "aggrieved person" is inclusive of any individual or group who is a member of the bargaining unit covered by this contract.

3. The term "teacher" is inclusive of any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is a person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean working days.
6. The Association may file a grievance.

B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Grievance Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the Grievance Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure - 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 may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance must, within seven working days, discuss with his immediate supervisor or principal the occurrence or event that gave rise to such grievance: individually, together with his

Association Representative or through the Association Representative. The supervisor or principal must be given a maximum of seven days to make his decision.

2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. The Association Representative will assist in writing the grievance.
- b. Within seven (7) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association help within five (5) days of notification. If the committee decides there is a legitimate grievance, it shall, within five (5) days, process the claim with the superintendent of schools. Within seven (7) days from receipt of the grievance by the superintendent, he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days from date of receipt of the grievance by the superintendent, he may refer the grievance through the Grievance Committee, to the Board of Education's Review Committee. This Committee, shall be composed solely of members of the Board of Education. Within seven (7) days from receipt of the written referral by the Board, its Review Committee shall meet the Association's Grievance Committee Chairman and the Association's negotiating team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within seven (7) days and delivered to the negotiating team chairman.

4. Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator he shall be selected by the American Arbitration Association in accordance with its rules except each party shall

have the right to presumptorily strike not more than three, from the list of arbitrators.

- b. Neither party may raise a new defense or ground at level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- c. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
- d. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of board policy, nor question assignments of extra duties for extra pay as outlined in schedules in Article VII.

If any grievance award shall include back pay, his award shall not extend more than thirty days prior to the date of the Level One Conference.

- e. Grievances of similar nature may not be considered except upon express written mutual consent.
- f. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

- 1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the grievance committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the level agreed upon by both parties.

2. The grievance discussed and the decision rendered at level one be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the Grievance Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
7. Failure to appeal a grievance within the specified time limit shall be deemed an acceptance of the decision at that level.
8. In the event that the teacher filing the original complaint at level one leaves the employ of the school district, or withdraws his complaint for any reason, the processing of said complaint shall cease.

ARTICLE XVIII

No Strike Clause With Penalty Provisions

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and the chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction, publically by means of radio, television, or publications circulated within the district, denounce said strike or sanction as contrary not only to this Agreement, but the law of the State of Michigan and publically state as afore-said that it is not in keeping with the high standards of the profession of teaching. That in the event said strike or sanction continues for more than twenty-four (24) hours, it is hereby agreed that the Board of Education may obtain a judgment in a court of

competent jurisdiction, the sum of not less than 1/45 of the then current State Aid, as stipulated damages to be levied against the Association and its members jointly and severally for each day that the strike thereafter continues.

ARTICLE XIX

Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation of any teacher.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. 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.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers so employed or hereafter employed by the Board.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.
- G. The school calendar shall be a negotiable item, and shall receive the approval of the Association before being published, See Appendix B for the school calendar.
- H. The Association shall designate one or more teachers in each building as Association Representatives (A.R.'s). The principal and Association Representatives shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meeting dates shall be mutually agreed upon. These meetings are not intended to bypass the Grievance Procedure.

ARTICLE XX

Statement of Philosophy Concerning Teaching of Controversial Issues

An important educational aim of the Fenton Area Public Schools is the preparation of students for intelligent and conscientious participation in our democratic society. The continued success of such a society depends upon the vigorous competition of ideas as well as any other aspect of human activity. Therefore, the opportunity for the free exchange of ideas must be preserved. The Board of Education and the Association are committed to the belief that such free exchange of ideas is part of the learning process, and aids in the development of a mature and responsible citizen. Members of the teaching staff should feel confident of the firm support of the administration, the Board of Education, and the Association in the teaching of controversial issues.

ARTICLE XXI

Duration of Agreement

This Agreement shall be effective as of the first day of August, 1969, and shall continue in effect until the thirty-first day of July, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Ray S. Rausch
Its President

By Marion J. McHale
Its Secretary

FENTON EDUCATION ASSOCIATION

By Floyd H. Long
Its President

By Leo P. Frogh
Chairman, Negotiating Committee

APPENDIX "A"

SALARY SCHEDULE

1969 - 1970

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	\$7,200.00	\$7,800.00
1	7,488.00	8,112.00
2	7,788.00	8,436.00
3	8,100.00	8,773.00
4	8,424.00	9,124.00
5	8,761.00	9,489.00
6	9,111.00	9,869.00
7	9,475.00	10,264.00
8	9,854.00	10,675.00
9	10,347.00	11,209.00
10	10,864.00	11,769.00

Increments 4% - 8 years

5% - 2 years

1970 - 1971

0	\$ 7,700.00	\$8,300.00
1	8,008.00	8,632.00
2	8,328.00	8,977.00
3	8,661.00	9,336.00
4	9,007.00	9,709.00
5	9,367.00	10,097.00
6	9,742.00	10,501.00
7	10,132.00	10,921.00
8	10,537.00	11,358.00
9	11,064.00	11,926.00
10	11,617.00	12,522.00

Increments 4% - 8 years

5% - 2 years

A non-degree teacher who may be hired will be contracted at \$500.00 below salary schedule with \$150.00 increment to be added at the end of the first and second years and \$200.00 at the end of the third year, following which no increment will be added.

APPENDIX "B"

SCHOOL CALENDAR 1969 - 1970

September	9	Tuesday	Teacher Orientation
	10	Wednesday	First day of school
October	13	Monday)	School not in session
)	
November	7	Friday)	
	10	Monday	School resumes
	27	Thursday)	
	28	Friday)	Thanksgiving Recess
December	25	Thursday)	
)	Christmas Recess
January	2	Friday)	
	5	Monday	School Resumes
March	27	Friday	Good Friday
	30	Monday	School Resumes
June	30	Tuesday	Last day of School
February	14	Saturday	First semester record day
July	1	Wednesday	Second Semester record day
July	2	Thursday	Second semester record day
January	10	Saturday	Teacher in-service day

It is understood that this calendar must include enough total work days to insure State Aid requirements being completely fulfilled.

APPENDIX B 1

SCHOOL CALENDAR 1970-1971

September	2	Wednesday	New Teacher Orientation
	3	Thursday	Teacher orientation of entire faculty
	8	Tuesday	First day of school
November	25	Wednesday	Thanksgiving Recess begins at end of school day
	30	Monday	Classes resume
December	22	Tuesday	Christmas recess begins at end of school day
January	4	Monday	Classes resume
	22	Friday	End of first semester: classes not in session- record day
March	17	Wednesday	In-Service training
April	7	Wednesday	Spring vacation begins at end of school day
	15	Thursday	Classes resume
May	28	Friday	Memorial Day recess begins at end of school day
June	1	Tuesday	Classes resume
	10	Thursday	Elementary noon dismissal
	11	Friday	Classes not in session
	14	Monday	Last day of school

It is understood that this calendar must include enough total work days to insure State Aid requirements being completely fulfilled.

ADDENDUM TO AGREEMENT

A. Upon ratification of the Agreement attached hereto, both parties agree that neither party shall take any action or continue any pending charge, suit, or other form of action against the other jointly or severally, or against any member of the Association or teacher or Board because of any conduct which arose out of the refusal of the teacher to perform services between October 13, 1969, and November 7, 1969. All existing unfair labor practices and grievances arising from the same shall be dismissed.

B. Upon ratification of the Agreement attached hereto, the Salary Schedule (A) and the schedule of payments for extra-curricular duties shall be retroactive to the beginning of the 1969-70 school year. All other rights granted herein shall commence upon date of ratification of this Agreement. It is expressly understood that the grievance procedure shall not be retroactive.

C. Notwithstanding any provision to the contrary in the Agreement attached hereto, any person who has authorized the deduction of United Profession dues shall have deducted from his November 14, 1969, paycheck the amount of \$29.40 to cover the monthly payments for September, October, and November of 1969. The remainder of said dues for 1969-70 school year shall be deducted in seven equal monthly installments.