September 5, 1967

Tentor 10) ogermentered Bill

Mr. George Hewitt, President Fenton Education Association 735 Elmwood Drive Fenton, Michigan

Dear Mr. Hewitt:

The proposed Agreement between the Fenton Education Association and the Fenton Board of Education has been reviewed by attorney Raymond R. Campbell who is retained by your State Education Association for this purpose. The enclosed comments are offered for your consideration.

In addition to Mr. Campbell's comments, this office recommends your Agreement end on June 30, 1968.

This review is merely to indicate to you legal considerations relative to your proposed Master Agreement. It should not be construed as an endorsement by MEA of said Agreement nor does it propose to pass on the merits of language contained therein relating to professional goals.

We would appreciate receiving three (3) copies of your finally ratified and executed Agreement for reference purposes.

Sincerely,

Kai L. Erickson, Asst. Exec. Secretary Office of Professional Negotiations

KLE: jmr

Enclosure

cc: Raymond R. Campbell, Esq. Mr. Ed Petruska, FEA PN Chairman Mrs. Ruth Ann Donelson, MEA Board Member Mr. Wendell Collver, MEA Area Representative

> OFFICE OF PROFESSIONAL NEGOTIATIONS Michigan Education Association

# LEGAL OPINION ON THE AGREEMENT OF THE FENTON EDUCATION ASSOCIATION FOR THE YEAR 1967-68

We have reviewed the proposed agreement of the Fenton Education Association. This opinion relates only to the written agreement submitted and does not cover any matters which may have been discussed or negotiated which are not incorporated in the agreement. It is our opinion that this agreement meets the minimum legal requirements for a binding contract between the parties and constitutes a contract bar. The following recommendations refer solely to the written agreement as submitted:

1. Under Article IV, Section C, it is suggested that you omit the last phrase, "and such communication shall be cleared by the Association Representative."

2. Article V, A, should be amended by inserting the word "written" in front of the word "policies" in the second line. Also, at the end of Section A, you might wish to clarify this sentence by adding, "except as authorized or directed by the Board."

3. The number and length of open houses, PTA meetings, plays, etc. under Article V, B, that a teacher must participate in should be set forth. This could be accomplished by stating that teachers shall not be required to attend more than one (1) such function each month without added compensation.

4. Under Article V, Section E-a, it is suggested that you change the words, "is able to attend," to read, "should be able to attend." No physician can make a flat judgment that a teacher is able to attend to his assigned duties during the ensuing year.

5. Under Article VII, C, it is suggested that you may wish to add this phrase, "including time devoted to those duties listed under Article V, B, and elsewhere herein".

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6. Article VII, G-6, should be amended by deleting the last fifteen (15) words commencing with, "as long as". This phrase would give the Board the right to make a subjective judgment on what the "high standards" include, and it has no place in the agreement. A teacher's personal and private life should remain personal and private, just as the remainder of our citizens.

7. Under Article XI, M, it is not guaranteed that a teacher will have a position at the end of the leave period. It would be desirable to insert this phrase, "at the time the teacher submits a written application", after the words, "position available", at the bottom of the page.

8. Under Article XIII, F, the word "gross" should be placed in front of "negligence", in order that a teacher will not be held to a higher duty than the law requires.

9. Article XVI, E, - It is suggested that you add, "then/in effect between the parties covering the same school year as said teacher contracts", after the word "agreement", in line 5.

or thereafter

Raymond R. Campbell

# RECEIVED SEP 21 1967

For **DISPLAY** Only

Please Do Not Remove

AGREEMENT

between the

Ratified (10)

OFFICE OF PROFESSIONAL NEGOTIATIONS BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS

and the

#### FENTON EDUCATION ASSOCIATION

This agreement entered into this September 5, 1967 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 predominantly 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.

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OFFICE DE PROFESSION MENDTIATIONS

ociation

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 negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment. C. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. Membership dues shall be deducted in equal monthly payments during the months of September through June from the regular salaries of all Association teachers and remitted each month to the Association.

D. 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 those provided elsewhere.

#### ARTICLE II

#### 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. The building AR will attempt to collect a sum equivalent to the dues and assessments referred to in Article I from all nonmembers after October 1, 1967. The Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be sanctioned by the local Association. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements will result in his receiving no representation from the local, state, and national association.

#### ARTICLE III

#### 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 IV

#### 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 Constitutions 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 the 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 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 State Labor Mediation Board, 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.

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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 a copy of the minutes of the previous meeting will be available to the Association at the Superintendent's office prior to said meeting.

#### ARTICLE V

#### 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.

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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. P.T.A. 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 before 4:30 p.m. 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 before 4:30 p.m. 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.

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 185 days. 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.

#### ARTICLE VI

#### 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 oneyear 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, is paid at the rate of \$20.00 per day. Regularly employed teachers when substituting within the system by appointment of the administration will be paid at the rate of \$5.00 per class hour.
- 3. When a substitute teacher is employed for a consecutive period in excess of ten school days in the same position the rate of pay beginning on the eleventh school day shall be \$26.00 per day.
- 4. Additional compensation for special education teachers shall be \$500; and for teachers of driver education, \$5.00 per hour. (June, July, August, 1968)

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- 5. Longevity pay In addition to the teachers 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; 30 - 39 years, an additional \$200; 40 or more years, an additional \$300.
- B. Insurance
  - 1. Employee Insurance The Board will pay the premium of all full time teachers medical and hospitalization insurance as provided by the Michigan Education Association or Blue Cross-Blue Shield, up to a maximum of \$13.00 per month per teacher. Part time teachers will receive premium payment by the Board of Education up to a maximum of \$6.50 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. 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. A teacher shall be released from regular duties without loss of salary not to exceed two days during the school year for the purpose of participation in the Michigan Education Association Regional Conference. 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.

E. Paychecks are to be issued every other Friday; members of the staff may have their pay divided into 20 or 26 pays.

F. A teacher shall be reimbursed at the rate of \$10.00 per semester hour for college course work completed beyond that which is required to qualify for the permanent certificate.

## Working Conditions

A. Teaching hours in the secondary schools shall be as follows:

Zero	hour	7:00	- 7:55	
1st	hour	8:00	- 8:55	
2nd	hour	9:00	- 9:55	
3rd	hour	10:00	-10:55	
4th	hour	11:00	-11:55	
5th	hour	12:00	-12:55	
6th	hour	1:00	- 1:55	
7th	hour	2:00	- 2:55	

Following is an example of a daily schedule.

				Supervision of Unorganized Activity	
Teacher on duty	7:50	- 8:00		10	
Teaching period #1			55		
Supervised passing	8:55	- 9:00		5	
Teaching period #2			55		
Supervised passing	9:55	-10:00		5	
Preparation period	10:00	-10:55			55
Supervised passing	10:55	-11:00		5	
Teaching period #3	11:00	-11:55	55		
LUNCH	12:00	-12:55			
Supervised passing	12:55	- 1:00		5	
Teaching period #4	1:00	- 1:55	55		
Supervised passing	1:55	- 2:00		5	
Teaching period #5	2:00	- 2:55	55		
Teacher on duty	2:55	- 3:20			25
TOTAL MINUTES			275	35	$\frac{25}{80}$

TOTAL MINUTES DAILY: 390 (6 hours 30 minutes)

Teachers would be assigned a schedule of 6 consecutive hours (first or second shift). If we are to assume that each teacher should be on duty an equal amount of time, the suggested times should be as follows with first shift on a voluntary basis:

> First shift: Door opens at 6:50 a.m. Teachers on duty at 6:50 a.m. Dismissal time 1:55 p.m. Teachers on duty to 2:20 p.m. Second shift: Door opens at 7:50 a.m. Teachers on duty at 7:50 a.m. Dismissal time 2:55 p.m. Teachers on duty to 3:20 p.m.

B. The teacher's normal teaching hours in the elementary school shall be as per the following schedules:

Elementary School - The normal daily schedule of teaching and other assignments for elementary classroom teachers shall be as per the following schedules with breakdown of minutes into three categories: supervision of organized activity, supervision of unorganized activity, and unassigned preparation time:

		Organized Supervision	Not Organized Supervision	Unassigned Preparation
Kindergarten				
Teacher on duty	8:15 - 8:35			20
Supervise pupils			10	
Instruction	8:45 -10:00	75		
Recess	10:00 -10:15		15	
Instruction	10:15 -11:15	60		
LUNCH	11:15 -12:05	NO DUTY		
Supervise Pupils	12:05 -12:15		10	
Instruction	12:15 - 1:30	75		
Recess	1:30 - 1:45		15	
Instruction	1:45 - 2:30	45		
Teacher on duty	2:30 - 2:45		15	
Teacher on duty	2:45 - 3:15			$\frac{30}{50}$
TOTAL MINUTES	5	255	65	50
TOTAL MINUTES DAII Grades 1-2				
Teacher on duty	8:15 - 8:35			20
Supervise pupils			10	
Instruction	8:45 -10:15	90		
Recess	10:15 -10:30		15 (1 of 6)	15 (5 of 6)
Instruction	10:30 -11:30	60	, -,	
LUNCH	11:30 -12:05		35 (1 of 9)	
Supervise pupils	12:05 -12:15		10	
Instruction	12:15 - 2:30	135		
Teacher on duty	2:30 - 2:45		15	
	2:45 - 3:15			30
TOTAL MINUTES	5	285	35	50
Art		-5		+5
		280	35	55
ייראת אדאזויידיק האדו	V. 370 (6 hour	no 10 minutos)		

TOTAL MINUTES DAILY: 370 (6 hours 10 minutes) +15

		Organized Supervision	Not Organized Supervision	Unassigned Preparation
Grade 3		and the provide the second s		
Teacher on duty	8:15 - 8:35			20
Supervise pupils	8:35 - 8:45		10	
Instruction	8:45 -10:30	105		
Recess	10:30 -10:45		15 (1 of 6)	15 (5 of 6)
Instruction	10:45 -11:30	45		
LUNCH	11:30 -12:05		35 (1 of 9)	
Supervise pupils	12:05 -12:15		10	
Instruction	12:15 - 2:30	135		
Teacher on duty	2:30 - 2:45		15	
Teacher on duty	2:45 - 3:15			30
TOTAL MINUTES		285	35	50
Art		-5		$\frac{+5}{55}$
		280	35	55
TOTAL MINUTES DAILY	: 370 (6 hour	rs 10 minutes)		
	+15			
Grade 4				
Teacher on duty	8:15 - 8:35			20
•	8:35 - 8:45		10	
Instruction	8:45 -10:30	105	10	
Recess	10:30 -10:45	100	15 (1 of 6)	15 (5 of 6
Instruction	10:45 -12:05	80	10 11 05 07	10 10 00 0
LUNCH	12:05 -12:40	00	35 (1 of 9)	
Supervise Pupils	12:40 -12:50		10	
Instruction	12:50 - 2:30	100	10	
	2:30 - 2:45	100	15	
Teacher on duty	2:45 - 3:15		10	30
TOTAL MINUTES	4.10 - 0.10	285	35	50
Art		-5	00	+5
AL-C		280	35	55
TOTAL MINUTES DAIL	V. 370 (6 hour	rs 10 minutes)	00	00
IOIAD MINUIDD DAID.	+15	10 10 monuceo)		
Grades 5-6 and Sp.	Ed.			
Teacher on duty	8:15 - 8:35			20
Supervise pupils			10	10
Instruction	8:45 -10:30	105	10	
Recess	10:30 -10:45	100	15 (1 of 6)	15 (5 of 6
Instruction	10:45 -12:05	80	10 11 05 07	10 10 01 0
LUNCH	12:05 -12:40	00	35 (1 of 9)	
Supervise pupils	12:40 -12:50		10	
Instruction	12:50 - 2:30	100	10	
211002000000	2:30 - 2:45	100	15	
Teachen on duty			10	30
Teacher on duty	2.45 - 2.75		e manin	
Teacher on duty	2:45 - 3:15	285	35	50
Teacher on duty TOTAL MINUTES		285	35	<del>50</del> +5
Teacher on duty		$\frac{285}{-5}$	<del>35</del> <del>35</del>	50 +5 55

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C. 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.

D. On the day prior to a vacation, teachers may leave at the end of the students school day.

E. Staff meetings - One staff meeting per month may be called at the discretion of the administration, upon 48 hours prior notice except on the day prior to a holiday or a vacation, to be confined within the time limits as follows:

K-12 3:05 - 4:20

Zero hour high school classes will not be held on the days of the meetings held at the above specified hours. This will allow all teachers to be present.

In addition, staff meetings may also be called at the discretion of the administration on any school day, except on the day prior to a holiday or a vacation, at the following specified times:

> Grades 7 - 12 3:05 - 3:30 Grades K - 6 3:15 - 3:40 p.m. or 7:50 - 8:15 a.m.

Realizing the necessity of sequential continuity within each discipline, teachers shall meet eight (8) times during the school year for curriculum study by departments (K-12). Meeting times shall be as follows: K-12, 3:05 - 4:20. No later than October 1, 1967, principals shall meet to set the dates of such meetings.

F. 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. Therefore, they agree to work towards the following maximum class sizes:

(1)	Kindergarten	P	upils 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 distrubed child	dren	9			
(6)	Special Ed. students No a	more	than 1	per	classro	oom

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: Junior High I Advanced	24 22 18
Drafting I II III	30 20 18
Vocational shops	20
Homemaking: Junior High Senior High	20 16
Music: General, 7th Grade	30
Art	25
Physical Education	40
Counseling Guidance	350

G. 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 junior high school will be 25 teaching periods and 5 unassigned preparation periods. A teaching period is defined as sixty (60 clock minutes including passing time.) The normal weekly teaching load in the elementary school will be 27 1/2 teaching periods and 2 1/2

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unassigned preparation periods for all, including special teachers. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

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. Junior high 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 end of the school year. This will not quarantee 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. Assignment to a grade level in another classification may be made by mutual agreement of the teacher and the administration.

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.

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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 efforts.

- H. 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 secondary teachers shall have a 55 minute 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 the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, 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, and globes, laboratory equipment, audiovisual 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 teachers 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 cafeteria 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.
- I: 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:

1. During the first week of school the principal shall ask that each teacher complete the following questionnaire:

#### Teacher's Name

Date

Please complete and return this questionnaire to the office of the high school principal no later than 4:00 p.m. Friday of the first week of school. Please make an X in one of the following squares:

- 1. I want to be asked to substitute as often as possible.
- 2. Some of the time I will agree to substitute and therefore I want to be asked.
- 3. I prefer not to substitute. However, I realize that every class must have a teacher. If no one is available from outside the regular staff, and if no one is available from those who check number 1 or 2 above, then I will accept an assignment to substitute.

- 2. When a substitute is needed, the principal will:
  - 1. 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 2 below.
  - 2. 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 #3 group.
- 3. On a day when the teacher's regularly assigned class or classes do not meet because of other school functions, such as field trips, Clara Elizabeth classes and senior skip days, 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.

#### ARTICLE VIII

#### 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. A professional teacher shall be recognized by the fact that he possesses a provisional or permanent teaching certificate issued by the State of Michigan. Persons who need a special certificate to teach may be hired by the Board to fill any teaching vacancies when qualified professional teachers are not available.

B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, 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 therefor 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 IX

#### 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 VIII. 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 X

#### Leave Pay

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

All full time teachers shall be allowed 10 days leave of absence and 80 days cumulative time with full pay for enforced absence caused by personal illness or critical illness and death in the immediate family. 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.

Leave of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted, for not to exceed a maximum of five (5) days per school year, for death of the teacher's own parent, spouse, son or daughter, brother or sister and in-laws as follows: mother, father, son, daughter, brother, or sister.

Three days of the 10 days sick 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 can 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 (2) 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 Board reserves the right to limit the number of teachers on personal leave at any given time to one per elementary building and three within grades 7 - 12.

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 12:00 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 leave:

#### Personal Business Leave Notification to the Principal

Prin	cipal's	s No	ame			Sc	hool						Date
	This	is	to	notify	уои	that 1	will	be	taking	a	day	of	personal
leave or		ate	of	Leave		for the	foll	owin	ng reas	on:			

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

Article X, 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 XI

#### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness 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 allowance, 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

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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 for 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 educational 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 desires.

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- 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 reason 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 XII

#### 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.

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

#### ARTICLE XIII

#### Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally or physically handicapped students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense if the Board and the Association's Professional Rights and Responsibilities Committee (PR & R Committee) feel that the action is justifiable, but not in duplication of legal counsel and/or assistance under the M.E.A. liability coverage. D. Time lost by a teacher in connection with any incident felt justifiable by the Board and the Associations PR & R Committee mentioned in this article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

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 XIV

#### Negotiation Procedures

A. It is contemplated that matters not specifically covered by 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 undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

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, 1968, 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 State Labor Mediation Board or take any other lawful measures it may deem appropriate.

#### ARTICLE XV

#### 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.
- 2. The "aggrieved person" is the person or persons making the claim.
- 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 calendar days.

B. Furpose - 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 Professional Rights and Responsibilities 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 PR & R 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 two working days, discuss with his immediate supervisor or principal the occurence 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 PR & R Committee. The Association Representative will assist in writing the grievance.

b. Within seven (7) days of receipt of the grievance, the PR & R 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. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (1) days from receipt of the grievance by the superintendent, he shall render a decision as to 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 ten (10) days from date of receipt of the grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet the Association's PR & R 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 ten (10) days

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three or if no decision is reached within the ten (10) days, the grievance shall immediately be transmitted to the State Labor Mediation Board.

#### 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 PR & R Committee, the grievance affects a group of teachers, the PR & R 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 PR & R 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 XVI

#### Miscellaneous Provisions

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

C. 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.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession (attached hereto as Appendix C) in accordance with the terms thereof and the Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. 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.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teaches now employed or hereafter employed by the Board.

G. 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.

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H. 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.

#### ARTICLE XVII

#### 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 XVIII

#### Professional Study Committees

A. There is hereby established a Professional Study Committee composed of four members; two members selected by the Board and two members selected by the Association, for each problem. The Professional Study Committee shall investigate the following matters and submit a written report and recommendation to the parties on or before April 1, 1968. Additional Professional Study Committees may be established as required.

- B. The Committee shall consider the following questions:
  - 1. Parent-teacher conference at the elementary level.
  - 2. Reporting and marking periods shall be four instead of six at elementary level and junior high level.

#### ARTICLE IX

#### Duration of Agreement

This agreement shall be effective as of the first day of September, 1967, and shall continue in effect until the thirty-first day of July 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Ву	Its	President	
Ву	Its	Secretary	
FENTON	EDUCATION	ASSOCIATION	
By	Its	President	
Bu			

Chairman, Negotiating Committee

# APPENDIX A

## SALARY SCHEDULE

# GRADUATED INDEX: 4% - 8 YEARS; 5% - 2 YEARS

Years of Experience	Bachelor's Degree	Master's Degree
0	\$5950	\$6495
1	6188	6755
2	6436	7025
3	6693	7306
4	6961	7598
5	7239	7902
6	7529	8218
7	7830	8547
8	8143	8889
9	8550	9333
10	8978	9800

#### APPENDIX B

# SCHOOL CALANDAR 1967-68

September	7	Thursday	Staff Meetingsentire faculty
	8	Friday	First day of school a.m. onlyGrades 1-12
	11	Monday	Elementarya.m. onlyGrades 1-6 Junior-Senior Highfull day of school
	12	Tuesday	One half of Kindergarten One-half dayGrade 1 Full dayGrades 2-12
	13	Wednesday	One half of Kindergarten One-half dayGrade 1 Full dayGrades 2-12
	14	Thursday	Full day of schoolGrades K-12
October	12	Thursday	No SchoolM.E.A. Regional Institute
	13	Friday	No SchoolM.E.A. Regional Institute
November	22	Wednesday	Thanksgiving recess begins at end of school day
	27	Monday	Classes resume
December	22	Friday	Christmas recess begins at end of morning session
January	2	Tuesday	Classes resume
	26	Friday	End of first semesterclasses not in session Teachers complete first semester records
April	11	Thursday	Spring Vacation begins at end of school day
	16	Tuesday	Classes resume
Мау	29	Wednesday	Memorial Day recess begins at end of school day
June	3	Monday	Classes resume
	6	Thursday	Classes not in sessionteachers complete year end reports
	7	Friday	Last day of schoola.m. only