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Harper Woods
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1969-70

Harper Woods School District

AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF THE CITY OF
HARPER WOODS
AND
THE FEDERATION OF TEACHERS
1969 - 1970

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AGREEMENT BETWEEN THE BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF HARPER WOODS
AND THE HARPER WOODS FEDERATION OF TEACHERS
1969 - 1970

1.

P R E A M B L E

This agreement is entered into by and between the Board of Education of the School District of the City of Harper Woods, hereinafter called the Board, and the Harper Woods Federation of Teachers, AFL-CIO, hereinafter called the Union.

I. RECOGNITION; DEFINITION; OTHER ORGANIZATIONS; STRIKE PROHIBITION, AND DUES DEDUCTION.

A. Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965 State of Michigan the Board of Education of the School District of the City of Harper Woods (hereinafter called the Board) recognizes the Harper Woods Federation of Teachers AFL-CIO (hereinafter called the Union) as the sole and exclusive bargaining representative for all certified teaching personnel under contract; excluding: Superintendent, Assistant Superintendent, Principals, and Assistant Principals.

B. Definitions

Whenever the term "school" is used it is to include any room or work location at or related to the Beacon Elementary, Tyrone Elementary, Harper Woods Junior High School, and the Harper Woods Senior High School. Whenever the term "teacher" is used, it is to include any member or members of the bargaining unit. Whenever the term "principal" and/or "assistant principal" is used it shall refer to the administrator in Beacon, Tyrone, Junior High or Senior High School.

Whenever the "singular" is used it is to include the plural.

Whenever the "masculine" is used it is to include the feminine.

Whenever the term "professional employee" or "employee" is used it shall mean teacher.

Whenever the term "Union Building Representative" is used it is to mean the elected representative of the Union in the school or his alternate Union designee.

C. Other Organizations

Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

D. Strike Prohibition

The Union will not direct, instigate, participate in, encourage, or support strike action of any type by any teacher or group of teachers during the life of this contract.

1.

E. Dues Deduction

The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for the payment of dues in the American Federation of Teachers and/or the National Education Association organization and its affiliates. Such fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefor, shall be forwarded to the Union office and/or the National Education Association or affiliate no later than thirty days after such deductions were made. The Authorization shall indicate the office where the dues deductions shall be forwarded.

II. FAIR PRACTICES

- A. No person or persons and/or department in the Harper Woods System responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or membership in, or association with the activities of the Union or any other teacher organization.
- B. The Union will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status and to represent equally all employees in the bargaining unit without regard to membership or participation in, or association with the activities of any employee organization.

III. RIGHTS OF THE BOARD OF EDUCATION

It is understood and agreed that there is reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States and that all policies of the Board stated in the Policies-Board of Education, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this AGREEMENT and in full force and effect, unless and until changed by the Board, and that any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this agreement and in full force and effect unless and until changed by the Board, and further, not by way of limitation but by way of addition, that the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided further, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall none the less be limited but only so limited by specific express provisions of this agreement and by Section III - Policies relating to Instructional Employees contained in Policies-Board of Education, dated April, 1960, and amendments made thereto as of the effective date of this Agreement, which said policies shall not be altered, changed or modified except by the mutual agreement of the parties hereto.

IV. RIGHTS OF THE UNION

- A. The Board shall make available to the Union, upon its reasonable written request, any and all official and/or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this agreement.
- B. The Union shall be provided bulletin board space in each school on which it may post information regarding Union business and Union Social Events.
- C. The Union shall be held responsible for its notices.
- D. The Union shall have the right to place materials regarding Union business and Union Social Events in the mailboxes of teachers and other professional employees.
- E. The authorized representative of the Union shall have the right to schedule Union meetings in the school before or after regular school hours, and during the lunch time of the employees involved.
- F. School rooms shall be made available for Union meetings when requests for same are properly processed through the building principal.
- G. On request the principal and/or his designated representative shall meet once a week, if necessary, with the Union representative. Additional meetings, by mutual agreement, will be scheduled if necessary. Such meetings shall be held outside of class hours, or during preparation periods.
- H. No officer, executive board member, delegate, representative or agent of any organization, other than the Union shall represent any teacher. The teacher may represent himself or be represented by his own lawyer if he so desires.
- I. In the event that the Superintendent does not recommend a probationary teacher for rehiring, he shall notify the teacher at least ten days before the Board meeting at which he will submit his recommendation. Prior to action by the Board upon the Superintendent's recommendation, the teacher, upon his written request, shall be granted an executive session with the Board.

Nothing in this agreement shall waive the rights and authority of the Board or teacher under the Michigan Tenure Act.

- J. In the event that the Superintendent does not recommend a second year teacher for tenure, he shall notify the teacher at least ten days before the Board meeting at which he will submit his recommendation. Prior to action by the Board upon the Superintendent's recommendation, the teacher, upon his written request, shall be granted an executive session with the Board.

Nothing in this agreement shall waive the rights and authority of the Board or teacher under the Michigan Tenure Act.

- K. The Union president is to receive one free period per week to be used for collective bargaining contract implementation. He shall be permitted to use his preparation period for Union business providing it does not interfere with normal class activities. He will be excused from a homeroom assignment to conduct Union business.

IV. RIGHTS OF THE UNION, CONTINUED

- L. The Union vice-president shall be permitted to use his preparation period for union business providing it does not interfere with normal class activity. He will be excused from a homeroom assignment to conduct Union business.
- M. Secondary school union building representatives shall be released from homeroom duties to conduct union business providing it does not interfere with regular homeroom activities of other teachers.
- N. Elementary school union building representatives shall be released from supervisory duties from 8:30 a.m. to 9:00 a.m. to conduct union business provided it does not interfere with supervisory duties of other teachers.
- O. The Union at any time may, in writing, request an executive session with the Board. The Board will grant such executive session within thirty days.
- P. The president of the Union or his designated representative shall, whenever possible, be given written notice of any special meeting of the Board of Education. He shall receive a copy of the agenda of said meeting. The notice of the special meeting may be delivered personally or forwarded by first class mail at the option of the Board. Said notice, except in the case of an emergency special meeting, shall be delivered not later than twenty-four hours prior to the scheduled time of the special meeting. When possible verbal notification will be given regarding an emergency special meeting.
- Q. Two representatives of the Union may be granted permission to use up to two of his own personal business days to participate in business activities of the Michigan Federation of Teachers and/or American Federation of Teachers. If no business days are credited at the time of the request to said teacher he may take such leave without pay.

V. GRIEVANCE PROCEDURE

Section 1. Definition

(a) A grievance is a complaint by a teacher employee in the bargaining unit or by the Union in its own name based upon an event, condition or circumstance, allegedly caused by a deviation from, or misapplication of any established teacher personnel practice or policy; or that there has been a violation or misapplication of a provision of this agreement in respect to said teacher or teachers.

(b) The term "school days" shall mean working school days.

Section 2. Procedure for Adjustment of Grievance

Informal Conference.

The teacher with a grievance may first discuss the matter with the principal, either directly or accompanied by the Union building representative, with the object of resolving the matter informally.

V. GRIEVANCE PROCEDURE, CONTINUED

Step 1.

In the event the matter is not resolved informally, the grievance or complaint based upon an event, condition or circumstance allegedly caused by a deviation from, or misapplication of an established teacher personnel practice or policy, shall be submitted in writing, clearly stating the claimed basis for the grievance to the principal of the school in which said grievance arises within thirty calendar days following the act or condition which is the basis of the grievance.

A. The grievance may be lodged and thereafter discussed with the principal:

- (1) by the teacher accompanied by the Union representative
- (2) by the Union representative, if the teacher so requests
- (3) by a teacher on his own behalf
- (4) by the Union in the name of the Union.

B. Within five school days after receiving the written grievance the principal shall communicate his decision on the grievance in writing to the teacher, if any, who submitted same, and to the Union representative.

Step 2.

Within fifteen school days after receiving the decision of the principal the teacher may, on his own or through the Union representative, appeal from the decision of the principal to the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act. This appeal shall be in writing and shall set forth specifically the grievance or complaint based upon an event, condition or circumstance allegedly caused by a deviation from, or a misapplication of an established teacher personnel practice or policy. It shall be accompanied by a copy of the decision at Step One.

A. Within five school days after receiving the appeal the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act shall investigate, meet, and confer on the grievance. All persons who participated in Step One shall have the opportunity to be heard.

B. Within five school days after the meeting on the appeal the Superintendent or his designee shall communicate his decision in writing to the aggrieved teacher and the principal, with a copy to the Union representative.

Step 3.

Within fifteen school days after receiving the decision of the Superintendent or his designee an appeal from the decision may be made to the Board. The appeal shall be in writing and shall set forth specifically the grievance or complaint based upon an event, condition or circumstance allegedly caused by a deviation from, or a misapplication of an established teacher personnel practice or policy. It shall be accompanied by a copy of the decision at Step Two.

V. GRIEVANCE PROCEDURE, CONTINUED

Step 3, continued

- A. No later than twenty school days after receiving the appeal in writing the Board shall meet in Executive Session on the grievance. All persons listed in Step One, Part A., shall have the right to participate in this step.
- B. Within five school days after said meeting the Board shall communicate its decision in writing to the aggrieved teacher, if any, the Superintendent, the building principal, and the Union representative.
- C. The Union may within fifteen school days after the reply of the Board has been received indicate that the grievance will be submitted to the Labor Mediation Board for mediation, and, if necessary, fact finding.

Step 4.

Within ten school days after the receipt of the decision of the Mediation Board, the Union may, upon notice to the Board of Education, submit the grievance to advisory arbitration under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Union.

The arbitrator's decision shall be advisory and shall not be binding upon either party. The arbitrator shall confine his opinion and set forth his conclusions on the issues properly submitted to him on any matter within the definition of a grievance as defined in Section 1.

Section 3. Appearance and Representation

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present preferably not during class time. When such hearings are held during school hours all teachers required to be present at the hearing pursuant to this article shall be excused without loss of pay.

Section 4.

- A. If the grievance arises from the action of authority higher than the principal, the Union may present such grievance at Step Two of this procedure.
- B. If a grievance arises which affects the entire system the union may submit such grievance directly to the Superintendent for action, however, this shall not eliminate any administrator from participation at the request of the Superintendent.

Section 5.

No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

V. GRIEVANCE PROCEDURE, CONTINUED

Section 6. Time Limits

- A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit an appeal to the next step of this procedure.
- B. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
- C. Time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

Section 7.

The Union on its own behalf shall have the right to appeal a decision on a grievance at any step in this procedure.

Section 8.

Nothing contained in this grievance procedure shall deny to any teacher his right under Section II of Act 336 of Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 or to the Board any rights imposed upon it or granted to it by law, nor of any other legal right which each presently has provided however, that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this article.

Section 9.

The following matters shall not be considered the basis of a grievance under the procedure outlined in this article:

- (a) The termination of service or failure to re-employ by the Board any probationary teacher, or,
- (b) The placing by the Board of a non-tenure teacher on a third year of probation.

VI. TRANSFER POLICY

- A. A transfer is a movement within the bargaining unit by a teacher from one grade level or department to another grade level or department where a teaching vacancy exists. All teachers shall remain in their present subject and grade level assignments, and the teacher will not be transferred in total teaching assignment except through the prescribed transfer policy.
- B. Any teacher desiring a transfer for the following school year must submit a written request on or before February 1st for said transfer to the Superintendent with a copy submitted to the building principal. Vacancies that occur during the year shall be filled on an emergency basis until the conclusion of the school year at which time the position will become a vacancy.

VI. TRANSFER POLICY, CONTINUED

- C. Requests not approved must be resubmitted by the teacher on or before February first each year to remain active.
- D. Transfer requests shall be kept on file by the building principal, the Superintendent, and the Union president for one year and shall be kept confidential.
- E. Priority of transfer will be on the following basis:
 - 1. Teachers with a Master degree in the area will receive priority over those with an undergraduate major.
 - 2. Teachers with an undergraduate major will receive priority over those with a minor.
 - 3. Teachers with a minor will receive priority over those with less than a minor.
 - 4. If the above qualifications are equal, priority will be given to the person with the most years of service in the Harper Woods School System.
- F. A teacher will be transferred in accordance with his desire before the system goes outside for new teachers if said teacher has submitted his request in writing to the Superintendent on or before February first, with a copy submitted to the building principal.
- G. Secondary teachers shall teach only in the major or minor subjects as listed on their teaching certificates.
- H. Newly created positions shall be listed as they become official and shall be announced during the school year through administrative bulletins and/or special bulletins distributed to the total teaching staff.
- I. In emergencies, positions may be filled on a temporary basis, and shall last no longer than the end of the school year. The staff shall be notified of the change(s).
- J. During the summer when school is not in session notices of vacancies shall be mailed to the address on record of those teachers who have a transfer request on file for such a position and who meet the qualifications for said position. A vacancy is an unoccupied position and not a newly created position. Administration will provide a notice of vacancies open and positions filled, to the teaching personnel on the second week of July, and during the second week of August.
- K. All instructional personnel shall be assigned by the Superintendent to those positions for which they are qualified.

VI-A. INVOLUNTARY ASSIGNMENT

1. An involuntary assignment is a teaching assignment made by a principal to a tenure teacher that is a change from his present teaching assignment to another teaching assignment in his minor area.

In the case when a class has been deleted by action of the Board the teacher may be assigned to a class in a minor area. However, said teacher will be assigned to a class in his major area if such is available.

2. No teacher will be reassigned involuntarily except as follows:

In the event that it is necessary to reassign a teacher involuntarily the following procedure shall be used:

- a. Every effort shall be made to find a volunteer.
 - b. In the event that there is no volunteer the teacher who qualifies by certification and who has the least seniority shall be assigned to the position.
 - c. Under no circumstances shall a secondary teacher be assigned to more than four different daily preparations.
3. Involuntary assignments shall be made for no longer than one year.
 4. A study hall assignment is excluded from the above procedure.

VII. SCHOOL CALENDAR

The Harper Woods Public Schools School Calendar will be reviewed each year by a committee composed of Union representatives and administrators.

This committee will make its recommendation through the negotiation team to the Superintendent. The approved recommended school calendar will become a part of the negotiated agreement.

VII. SCHOOL CALENDAR, CONTINUED

The School Calendar Committee will observe the following guidelines:

1. The beginning date of the school year for all teachers will be the day after Labor Day, and the ending date shall not be later than the third Friday in June.
2. Easter recess shall be Good Friday and the following week.
3. The work year shall have a minimum of one hundred-eighty (180) days in session.
4. There shall be not less than 185 duty days nor more than 186 duty days during the school year.

School District's "Duty" days - 1969-1970

- a. Tuesday, September 9, 1969 - Meetings and preparation of rooms.
 - b. Friday, January 30, 1970 - Complete semester records.
 - c. June 15, 16 and 17, 1970 - Completion of School Year records and reports.
5. When Memorial Day falls on Sunday, Monday shall be a day of vacation.

VII. SCHOOL CALENDAR, CONTINUED

HARPER WOODS PUBLIC SCHOOLS
 SEPTEMBER 9, 1969
 SCHOOL CALENDAR 1969-1970

August 25 - August 29, 1969 Monday - Friday	Registration of new pupils - all schools.
September 1, 1969 Monday	Labor Day - Schools closed.
September 9, 1969 Tuesday	Principals hold teacher meetings. Work in class room.
September 10, 1969 Wednesday	Registration. Begin regular classes with sessions. No afternoon classes in grades 1-12.
September 11, 1969 Thursday	First Kindergarten classes. Tyrone 10-11:30 a.m. and 1:45-3:15 p.m. Beacon 9-10 a.m., 10:10-11:10 a.m., 1:00-2:00 p.m. and 2:10-3:10 p.m.
September 26, 1969 "A-Day" Fourth Friday	Official membership count day ("A" Forms), Non-resident count.
November 27-28, 1969 Thursday - Friday	Thanksgiving vacation. Schools closed.
December 1, 1969 Monday	Schools reopen at regular hours.
December 23, 1969 Tuesday	Schools close at end of day for Christmas vacation.
January 5, 1970 Monday	Schools reopen at regular hours.
January 30, 1970 Friday	Schools closed. Teachers complete semester records.
February 2, 1970 Monday	Second semester begins.
March 26, 1970 Thursday	Schools close at end of day for Easter recess.
April 6, 1970 Monday	Schools reopen at regular hour.
May 29, 1970 Friday	Schools closed for Memorial Day observance.
June 12, 1970 Friday	Schools close at noon. 8 P.M. Graduation exercises.
June 15-16-17, 1970 Monday, Tuesday and Wednesday	Teachers complete second semester and reports. Schools close for the summer vacation.

VII. SCHOOL CALENDAR, CONTINUED180 DAYS IN SESSION

September	15	February	20
October	23	March	19
November	18	April	19
December	17	May	20
January	<u>19</u>	June	<u>10</u>
	92		88

92
88

DAYS IN SESSION 180

NOTE:

Teacher Parent Conferences will be held in the Elementary Schools in October and in March as determined by the Board of Education.

Teacher Parent Conferences for grades 7 through 12 will be held in November as determined by the Board of Education.

VIII. TEACHER LOAD

- A. The teaching load shall be assigned by the building principal. Teaching assignments will be made as equal as possible by the building principal.
- B. The board will strive to establish and maintain over-all average academic class size of not more than thirty.
- C. All secondary teachers shall receive one forty-five minute preparation period per day.
- D. Teacher volunteers (secondary) for substitute work shall be determined through answers to the following:
 - (1) I will substitute during my preparation period.
 - (2) The principal may ask me to substitute in the event that all regular teacher substitutes are unavailable.
 - (3) I will not substitute.
- E. The exception to the above volunteer substitution policy is the necessity to fulfill the requirements as stated in the emergency leave policy.
- F. Every reasonable effort shall be made so that no secondary teacher will be assigned more than three different daily preparations.
- G. Each elementary classroom teacher, kindergarten through sixth grade, shall receive six preparation periods per week.
- H. Beacon School classroom teachers, kindergarten through sixth grade, will receive 25 minute preparation periods allowing an additional five minutes for class change.
- I. Tyrone School classroom teachers, kindergarten through sixth, will receive 30 minute preparation periods. This includes class change time.
- J. When special teachers of Art, Music, or Gym are absent, which provides the preparation time for the homeroom teachers grade one through six, and a substitute cannot be obtained, the classroom teacher shall teach that subject and be compensated for same.
- K. When special teachers, assigned to teach in the kindergarten, which provides for Kindergarten teacher preparation periods, are absent and a substitute cannot be obtained, the kindergarten teacher shall teach that subject and be compensated for same.
- L. School instructional hours for all elementary children in the School District are as follows:

9:00 a.m. to 11:30 a.m.
 12:45 p.m. to 3:15 p.m.

VIII. TEACHER LOAD, CONTINUED

- M. Preparation time and special classes are to be assigned by the building principal.
- N. Recess for each class in grades Kindergarten through six will not be held on the same half day when its physical education class is scheduled.
- O. Special teachers shall receive a minimum of 180 minutes of preparation time per week.
- P. All full time secondary school teachers shall have six assigned periods each school day and one unassigned period each school day.
- Q. Regularly scheduled class(es) at the secondary level shall be reviewed by the principal when enrollment for such class(es) is less than ten. During the school year the principal will contact and discuss such classes with the department chairman concerned.
- R. Student Schedule Changes

Every reasonable effort shall be made to change student schedules by the end of the first full week of each semester. Any changes after said period of time must be discussed by the counselors and/or administrators with the teacher(s) involved before a decision changing the schedule is made.

IX. TEACHER HOURS

- A. Elementary teachers shall report for duty in the school building no later than 8:30 a.m.
- B. Secondary teachers shall report for duty in the school building no later than 8:15 a.m.
- C. Elementary teachers shall be at the assigned place of duty at 8:45 a.m.
- D. Secondary teachers shall be at the assigned place of duty at 8:15 a.m.
- E. Elementary teachers may leave the schools at any time after 3:30 p.m. except as provided in "G" and "H" below.
- F. Secondary teachers may leave the schools at any time after 3:15 p.m. except as provided in "G" and "H" below.
- G. Building principals shall make a reasonable effort to hold teacher meetings to once a month. All teachers must report for monthly faculty meetings except those personnel who are absent from assignment due to illness or an emergency approved by the principal. Said meetings will begin five minutes after dismissal time of the students and an attempt will be made to hold such meetings to not later than 4:05 p.m.

In the elementary schools morning meetings before the start of the school day for children may be substituted for monthly faculty meetings.

IX. TEACHER HOURS, CONTINUED

- H. On Fridays and on days preceding holidays, teachers shall be free from duty at the close of the pupil's school days.

X. LUNCH PERIOD

- A. All teachers are guaranteed a duty free lunch period.
- B. Secondary teachers may volunteer for lunch room supervision and shall receive compensation for same.

If there are not enough volunteers to adequately supervise the lunch program a committee of Union officers will immediately meet with administration to provide sufficient teacher supervision.

XI. PARENT TEACHER ASSOCIATION AND PARENT CLUB MEETINGS

- A. Elementary teachers shall be in their classrooms for a room visitation with parents before three (3) regular Parent Teacher Association meetings at Beacon or Tyrone. Teachers are excused from Parent Teachers Association meetings in those months that Parent Teacher Conferences are held.
- B. Three Parent/Teacher visitation programs and a Fall Parent Teacher Conference Program will be scheduled during the 1969-1970 school year. All secondary teachers (grades 7-12) are expected to be present during these programs. Every effort will be made to hold said programs on the Monday following the distribution of student report cards except the Fall Parent/Teacher Conference Program.

The visitation program will begin at 7:00 P.M. for all teachers assigned to grades 7-9 and at 7:30 P.M. for grades 10-12. The program will last for sixty minutes. Teachers will be excused from the program only for personal illness or death in the family.

XII. PAY DAY

- A. In September of each year, or at the time of hiring for new personnel, each teacher in the Harper Woods School System shall sign a statement indicating whether he wishes to be paid on a twenty-one or twenty-six pay plan. Said statement shall be available to the teachers in the office of the building principal during the first week of the school year.
- B. No teacher may change his selected payment option once it has been made for the school year.
- C. Each pay plan shall be based on a bi-weekly payment schedule.
- D. Payments, as scheduled on the twenty-six pay plan shall be made during the summer months and no "lump sum" payment may be made in June.
- E. "D" above shall not be effective if the teacher resigns.
- F. If a teacher leaves the system during the school year the necessary salary adjustment shall be made by the Superintendent's office and the payroll department.

XII. PAY DAY, CONTINUED

- G. The State Retirement Plan requires that all school records of the retiree be completed as of June 30th ~~==~~ so in this case adjustments shall be made to comply with the law.
- H. Checks issued in late June, July and August shall be mailed to the teacher address on file in the Board office.
- I. It shall be the responsibility of the teacher to provide the payroll clerk with addressed envelopes for any summer checks that are to be mailed to a different address than the one on file.
- J. Addressed envelopes are to be provided by the teacher before June 15th of each year.
- K. Payroll deductions for all taxes shall be made upon written authorization by the teacher.
- L. Economic items in this contract are retroactive to September 1, 1969.

XIII. SICK LEAVE

- A. Sick leave shall accumulate at the rate of fourteen (14) days per year based on one day for each month of service from September through June, plus two additional days each semester. Three of the fourteen days may be used for personal business leave.
- B. An accumulative period of not to exceed one hundred and twenty days may be built up as a reserve.
- C. A teacher may draw on his anticipated sick leave days for the school year. If a teacher leaves before the end of the school year, any unearned used sick leave days shall be deducted from his final pay.
- D. Absence from duty for the following reasons within the above limitations shall result in no loss of pay:
 - a. Personal illness or quarantine.
 - b. Death or serious illness in the immediate family.
- E. If a teacher's absence due to illness extends beyond ten consecutive school days, a doctor's statement certifying ability to work shall be presented by the teacher, provided however, the Board reserves the right to require that said teacher be examined at a mutually agreed hospital at Board expense to determine the ability of the teacher to return to work.
- F. A leave of absence because of illness may, upon written request of the teacher and written certification by a physician, be extended for a reasonable time beyond the cumulative leave allowance. No pay shall be granted for such an extension (nor shall the teacher be entitled to any increment on the salary schedule for the time lost due to an extended illness) if such extended leave involves a semester or more.
- G. Approved absences not chargeable to sick leave and not to exceed three (3) days shall include: death of father, mother, husband, wife, son, daughter, brother, or sister.

XIII. SICK LEAVE, CONTINUED

- H. Teachers absent from work because of mumps, scarlet fever, measles, or chicken pox shall be granted a maximum of three (3) sick leave days not chargeable to sick leave provided said teacher submits a report of verification of the disease from her doctor.

XIII-A. SICK LEAVE BANK

A central sick bank shall be established to provide for long term personal illness as follows:

- a. The number of days in said sick leave bank shall be established at two hundred days for the 1969-1970 school year.
- b. New teachers, or current non-participating teachers employed by the school district for the 1969-1970 school year need to contribute two days to the sick bank if they wish to be participating members.
- c. A teacher must be absent for a minimum of ten (10) consecutive days before he is eligible for the sick bank.
- d. To be eligible to withdraw from said sick bank, the teacher must first use all of his accumulated sick days.
- e. A ten day period of accumulated days must be available from the teacher's own accumulated days at the beginning of a long term personal illness, or, if it is not available, that portion of days not accrued to ten must be covered by absence without pay.

Example One

A participating teacher with five (5) accumulated sick leave days who becomes ill for ten (10) or more consecutive school days will be eligible for reimbursement as follows:

1. reimbursement for his five (5) accumulated sick leave days.
2. no reimbursement for the next five (5) successive school days of absence due to personal illness.
3. reimbursement under the sick leave bank program would begin on the eleventh (11) consecutive day of absence due to illness.

Example Two

A participating teacher with no (0) accumulated sick leave days who becomes ill for ten (10) or more consecutive school days would be eligible for reimbursement as follows:

1. no reimbursement for the first ten (10) consecutive school days of absence for illness.
2. reimbursement under the sick leave central bank program would begin on the eleventh (11) consecutive day of absence due to illness.

XIII-A. SICK LEAVE BANK, CONTINUEDExample Three

A participating teacher with ten (10) or more accumulated sick leave days who becomes ill for ten (10) or more consecutive school days, upon using all of his accumulated sick leave days, becomes immediately eligible for reimbursement through the central sick bank.

- f. A maximum of one hundred (100) days each school year can be drawn from the central sick bank by any one participating teacher.
- g. The teacher shall submit a written statement signed by a physician stating that said teacher is unable to perform the duties of his assignment. Said physician's statement shall be submitted to the school system at intervals of twenty consecutive school days of absence. A form will be furnished from the central office on about the fifteenth day following the absence.
- h. A relapse shall be considered a part of the illness or injury with no waiting period.
- i. Absence due to pregnancy will not qualify for central sick bank participation.
- j. Whenever necessary, a sick leave committee for the union shall be created to assist administration in making evaluations concerning questionable absences.
- k. Any teacher withdrawing from membership in the bank will not be permitted to withdraw his contributed days.
- l. A teacher withdrawing sick leave days from the central sick bank need not replace said days.
- m. A review board of three (3) members of the teacher's union shall review each case of consecutive days of absence when said teacher has been absent for thirty (30) consecutive school days. Said board may or may not submit a recommended action to the Superintendent of Schools.

XIV. EMERGENCY SICK LEAVE

- A. An emergency shall be defined as a situation which is beyond the immediate control of the teacher. Emergency situations make it necessary to request an emergency leave.
- B. Teachers, when said request for emergency leave is approved by the principal, shall be granted such leave with full loss of pay for the time involved.
- C. Said time loss shall be recorded, when applicable, against the sick leave time of the teacher.
- D. Emergency leaves must be made by written request. This written request may, because of the nature of the emergency, be submitted by the teacher upon return from such leave.

XIV. EMERGENCY SICK LEAVE, CONTINUED

- E. Teachers with preparation periods agree to accept assignment by the principal as substitute in the classroom vacated by a teacher because of an emergency leave.

XV. BUSINESS LEAVE

- A. Personal business, as defined herein, shall mean an activity that requires the teachers' presence during the school day and is of such a nature that it can not be attended to at a later time when school is not in session or at the conclusion of a work day or on week-ends. Vacation time is not to be regarded as business days. It is necessary for a teacher to be on duty at least one full day between business leave absences and holidays or vacation periods.
- B. The policy of allowing three days per year for business or emergency absence shall continue.
- C. Said leave days shall be deducted from the fourteen sick leave days allotted yearly.
- D. Requests for business leave days are to be submitted not later than the preceding day of leave, in writing, to the principal for approval. The letter to the principal, in advance, requesting said business or emergency leave day(s) need not state the reason for the leave -- only that such leave is requested, and the date(s) for same.
- E. In the event that the emergency does not allow time for a written request to be formally approved the teacher shall verbally notify the principal of the emergency and submit a letter for the file on return to duty.
- F. Exception to Business Leave Days:
1. A business leave day, with pay, shall not be granted immediately prior to or at the end of any vacation period except as indicated in Section XIV.
 2. Business leave days with pay, shall not be granted immediately prior to the last day of the school year.

XVI. JURY DUTY LEAVE OF ABSENCE

- A. An employee of the School District of the City of Harper Woods absent from duty because of jury duty, and who can not be excused from same, shall, upon written request through the offices of the building principal and superintendent be paid the difference between jury duty pay and his regular daily pay for the time served.
- B. Such jury service shall have no effect on the sick leave policy schedule of the employee

XVII. WITNESS IN COURT LEAVE OF ABSENCE

- A. If an employee is subpoenaed to appear in court as a witness said employee shall not be deducted in pay for time served -- not more than one day -- nor shall such time loss be charged against the employees sick leave time.
- B. Witness in Court policy shall have no effect on the sick leave policy schedule of the employee.

XVIII. MATERNITY LEAVE

- A. A leave of absence for maternity will be considered without pay and without increment, for a teacher holding tenure in the school system.
- B. Request for such leave shall be made in writing, addressed to the Superintendent and shall be submitted in duplicate to the principal.
- C. The principal shall within two weeks submit the original letter with his recommendation to the Superintendent. The copy of the letter shall be retained for filing by the principal.
- D. In those cases when a leave of absence is approved said leave shall be granted for a period of one year. This period of time may be extended or reduced so as to have the teacher return to school at the beginning of a school year in September if so recommended by the Superintendent.
- E. The teacher must terminate her work not later than the fifth month of pregnancy unless special consideration is recommended by the Superintendent.
- F. A written notice of intent to return to the school system shall be submitted to the Superintendent not later than March first, so that the school system can plan for the staff for the coming year.

XIX. MILITARY LEAVE

- A. A military leave shall be granted to any teacher who is inducted into the armed forces of the United States. Upon returning from military service, he shall be assigned to a position comparable to the position held at the time of leaving. He shall be entitled to the increments indicated in the Federal law on the salary schedule during his leave of absence. The written request for return from military leave must be supported by competent proof that said person holds an honorable separation from military service. The application for reinstatement must be presented within ninety days from the date of said release or discharge.
- B. Any military service experience prior to certification and graduation with a college degree would not be counted as experience credit on the salary schedule. Military service credit is not to be interpreted as retroactive for anyone. Such service for credit becomes fully effective beginning with the 1966-1967 school year.

XX. OTHER LEAVE OF ABSENCE

A. Peace Corps Leave

A leave of absence may be granted to any teacher with seven years employment in the School District of the City of Harper Woods who joins the Peace Corps as a full time participant. Such leave may not extend for more than two school years. Increment on the salary schedule shall be granted only in such cases where the experience credit approved for outside the school system is within the eight year experience credit granted for same.

B. Union Leave

A leave of absence, upon written request to the Superintendent, shall be granted a teacher in the local union for not less than one semester nor more than one school year without pay and without increment for the purpose of engaging in Union -- local, State, or National activities.

A request for one extension of said leave shall be approved if said request is submitted in writing on or before May first.

On return to this school system the teacher shall be placed on the proper step on the salary schedule.

C. Request for Leave of Absence not covered in other sections of the Agreement

With the approval of the Board, a teacher who does not qualify for another type of leave permitted by this Agreement may be granted a leave of absence without pay and without increment for special reasons acceptable to the Board.

D. Early Leave Policy -- End of the School Day

Teachers may request an early leave by properly filling out the office form for same.

The granting of early leave is subject to the approval of the building principal.

Said early leave time refers to the fifteen minute period of time immediately after the students leave at the end of the school day.

E. Sabbatical Leave

No money is available in the budget for 1969-1970 and none is to be made available for the 1969-1970 school year for a Sabbatical Leave.

Applications for sabbatical leave must be made at least one full semester prior to the proposed beginning of such leave. It is understood that the approval of such application is contingent upon the existence of a sabbatical leave policy in the collective bargaining agreement for the period during which such leave is to occur.

XX. OTHER LEAVES OF ABSENCE, CONTINUEDE. Sabbatical Leave, Continued

A sabbatical leave of absence may be granted to members of the professional staff of the School District of the City of Harper Woods. The granting of such leave is subject to the approval of the Board, upon recommendation of the Superintendent, when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public schools will be benefitted.

The rules and regulations of the School District of the City of Harper Woods regarding sabbatical leave continue in effect in accordance with the following Michigan Statutory Provisions and amendments thereto:

340.572 Sabbatical leave for professional improvement; term
(M.S.A. 15.3572)

Sec. 572. Any board after a teacher has been employed at least 7 consecutive years by said board and at the end of each additional period of 7 or more consecutive years of employment may grant said teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at any one time:

Provided, That the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board:

Provided, however, That said board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Credit toward retirement

Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employees' retirement funds.

Restoration to teacher position

A teacher upon return from a sabbatical leave shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

Any professional employee of the School District of the City of Harper Woods who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.

The number of teachers on sabbatical leave at a particular time shall not exceed three percent of the total number of teachers. Insofar as is possible a proportionate division of leaves of absence will be granted to the various groups of the professional staff.

XX. OTHER LEAVE OF ABSENCE, CONTINUEDRestoration to teacher position, continued

If more than three percent of the staff qualifies for sabbatical leave, priorities will be established based on the following:

- a. Seniority.
- b. Number of applications from a department may limit said department to one.
- c. Prior leave.

Any professional employee who is granted a sabbatical leave must sign an agreement with the Board to return from said leave and serve at least two years, or he shall refund any compensation received from the school district while on leave. Said refund shall be on a proportional basis.

The compensation for the staff member on sabbatical leave will be one-half of the salary he would receive if on an active staff status for the period in which the leave is in effect. All fringe benefits shall continue during the sabbatical leave period.

Payment to a staff member on sabbatical leave will be made in accordance with the provisions of the Board of payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified of his address.

A term of sabbatical leave will entitle an employee to an automatic salary schedule increment earned while on sabbatical leave.

A sabbatical leave will also operate as a leave of absence without pay from all other school activities.

An employee on sabbatical leave will report to the Superintendent as follows:

1. The employee will immediately request approval from the Superintendent if it becomes necessary for him to make changes in the planned program of leave as outlined in the approved application.
2. An interim report will be filed at the mid-point of the period for which the leave is taken. This report is to contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
3. Each employee returning from sabbatical leave will file a final written report with the Superintendent not later than sixty days after the day on which the employee again takes up active service. Said report is to include the name of the institution attended, course pursued, credits received, and experience gained, together with the applicants appraisal of the professional value of the activities he was engaged in while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.

XX. OTHER LEAVE OF ABSENCE, CONTINUEDSabbatical Leave, continued

An employee will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. When approved, these final reports will be transmitted to the Board of Education.

XXI. TEACHERS' PERSONNEL FILE

- A. Each teacher shall have the right upon request to review the contents of his own personnel file maintained at his school or in the office of the Superintendent.
- B. A representative of the Union may, at the teacher's request, accompany the teacher in said review.
- C. Materials will be given to the teacher only for review.
- D. The review will be made in the presence of the administrator responsible for the safekeeping of said records.
- E. Privileged information such as Confidential Credentials and related personal references normally sought at a time of employment are specifically exempted from such review.
- F. No material derogatory to a teacher's conduct, service, character or personality shall be placed in any file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material, and does not necessarily indicate agreement with its content.
- G. The teacher shall have the right to answer any material filed. His answer shall be attached to the file copy.
- H. The teacher shall be permitted to reproduce any material in his file excepting that indicated in "E" above.
- I. The teacher shall be permitted to add any professional evaluations to his file that he wishes.
- J. All official communications, except classroom observations, from the administration to a teacher intended for placement in the teacher's personnel file must be written on official letterhead paper.

XXII. PHYSICAL EXAMINATION AND X-RAY

- A. New employees shall present a physical examination certificate indicating they are in good health before they can begin work.
- B. If the Board desires that an employee take a physical examination after the examination taken at the time of employment the employee will be requested to take such examination and said examination shall be made at a mutually agreed hospital at board expense.

XII. PHYSICAL EXAMINATION AND X-RAY, CONTINUED

C. Act No. 290 Public Acts of 1966.

The school board, or other governing body or individual, of a public, private, parochial or nursery school or day care center, shall require evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter for all full and part-time personnel, or day-to-day substitutes, employed by the board, on the basis of tests conducted in accordance with section 7 and performed within nine months preceding the commencement of work.

The 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.

Section 7. The examination shall include a tuberculin skin test or a chest X-ray. If the tuberculin test is positive, a chest X-ray is required. If the X-ray suggests tuberculosis, a laboratory examination is required.

XXIII. EXTRA-CURRICULAR

- A. Extra-compensation, in accordance with attached schedule (Appendix B-1), shall be paid to teachers who accept extra-curricular assignments in addition to a full time instructional load.
- B. Teachers applying for compensated extra-curricular assignments shall be selected using the following criteria as a guideline for the selection:
- (1) Formal preparation in the activity.
 - (2) Previous experience involved in the management of this or any related activity.
 - (3) Ability to work with students in this or any related activity.
 - (4) Previous experience as a participant in this or any related activity.
 - (5) If the above qualifications are equal, priority will be given to the person with the most years of service in the Harper Woods School System.
- C. Teachers entitled to compensation for an extra-curricular assignment shall be recommended in writing by the principal to the Superintendent and to the Board. Compensation for extra-curricular assignments shall be included in a separate contract.
- D. There shall be one year of probation for all extra-curricular sponsorships.

Notice to teachers not satisfactorily completing an extra-curricular sponsorship shall be given, in writing, within thirty days of the completion of the activity, except for those extra-curricular activities which terminate at the end of the school year. Said teacher(s) will be notified not later than the last duty day of the school year.

XXIII. EXTRA CURRICULAR, CONTINUED

- E. After the probationary period the services of the teacher shall continue in the extra-curricular assigned area unless upon written request of the teacher or written notification from the principal that discontinuation of his services is being considered.
- F. In the event such notice is given by the teacher or the principal said notification shall be submitted within thirty days of the completion of the activity, except for those extra-curricular activities which terminate at the end of the school year. Said teacher(s) or administrator(s) will be notified not later than the last duty day of the school year.
- G. Vacancies and new positions shall be posted by the principal in May. In those cases where a vacancy occurs during the course of the activity such vacancy will be filled on an emergency basis by the principal for the remainder of the year at which time the position will become a vacancy.
- H. All applicants shall be entitled to an interview. No one outside the system shall be given an extra-curricular assignment if a teacher within the system meets the above criteria.
- I. Should it become necessary to remove the holder of any extra-curricular assignment, the person holding the assignment may request and receive an executive session with the Board.
- J. No teacher is to receive more than \$2,000.00 additional payments for extra-curricular assignments per school year unless specifically approved by the board of education; the extra-curricular assignments relate to contracted activities and driver education, all being related to student activities and not to adult education.
- K. Teacher driver education instructor assignments shall be limited to teacher applicants with less than six (6) points, under the State of Michigan Driving "point system", on their individual driving records.
- L. Further that any driver education instructor whose driving record reflects six (6) points or more under the State Statute at any time shall be subject to removal as such instructor, provided, however, the Board shall consider the nature of the violations constituting such points before effecting his removal as such instructor, and provided further that, if removed, he shall again be eligible for consideration by the Board as a driver education instructor when his record has been reduced below six (6) points.
- M. An evaluation report for each extra-curricular activity shall be submitted to the principal by the teacher sponsor not later than one week following the completion of said activity for the school year.

XIII. EXTRA-CURRICULAR, CONTINUED

- N. Summer School Driver Education positions shall be open to all certified personnel each year. All teachers will be notified of such vacancies in writing.

Applicants for summer driver education positions shall be evaluated as follows:

1. Priority will be given to those applicants with the greatest number of semesters of service as a Driver Education instructor in the Harper Woods School System.
2. One session of summer school driver education instruction is equivalent to one semester of driver training service.
3. Applicants from outside the system will be considered for the position if no one within the system applies for the vacancy.

Compensation for Summer Driver Education instructors shall be in accordance with Appendix "C", point 5, of this agreement.

O. Extra-curricular Activities:

BEACON SCHOOL

<u>1969-1970</u> %	<u>Activity</u>
1	Band**
$1\frac{1}{2}$	Basketball
$1\frac{1}{4}$	Chorus* (First semester only)
$3\frac{1}{2}$	Girls Service Squad
4	Safety Patrol
3	Student Council
<hr/>	
TOTAL	$14\frac{1}{4}$

**Band will not present a Christmas Program but will present a Spring Program, and also perform on Memorial Day and at Little League Parade.

* Chorus will present a Christmas Program.

XXIII. EXTRA-CURRICULAR, CONTINUEDO. Extra-curricular Activities, continued:TYRONE SCHOOL

<u>1969-1970</u> <u>%</u>	<u>Activities</u>
1	Band**
1½	Basketball
1¼	Chorus* (First semester only)
3½	Girls Service Squad
4	Safety Patrol

TOTAL 11¼%

**Band will not present a Christmas Program but will present a Spring Program, and also perform on Memorial Day and at Little League Parade.

* Chorus will present a Christmas Program.

ELEMENTARY

TOTAL 25½

Extra-Curricular Activities, continuedHARPER WOODS JUNIOR HIGH SCHOOL

<u>1969-1970</u> <u>%</u>	<u>Activities</u>
7	Band
2	Majorette
4	Intra Mural - Boys
4	Intra Mural - Girls
1½	Cheerleader
4½	9th Baseball
6½	9th Basketball
5	9th Football
5	7th & 8th Basketball
5	Athletic Director
3	9th Class Play
2½	Harper Words

TOTAL 50%

XXIII. EXTRA-CURRICULAR, CONTINUEDExtra-Curricular Activities, continuedHARTER WOODS HIGH SCHOOL

<u>1969-1970</u> <u>%</u>	<u>Activities</u>
10	Varsity Football
7 $\frac{1}{2}$	Varsity Football Assistant
12	Varsity Basketball
9	Varsity Basketball Assistant
7	Varsity Baseball
9	Varsity Track
6	Varsity Track Assistant
6 $\frac{1}{2}$	Cross Country
6	Athletic Director
2 $\frac{1}{2}$	G.R.M. and Intra Murals
3	Girls Basketball
6 $\frac{1}{2}$	Girls Catalina
2 $\frac{1}{2}$	Girls Field Hockey
4	Cheerleaders
5	Co-Ed. Bowling (Hi-Y)
2	Lettermens Club
2	School Paper
4 $\frac{1}{2}$	Class Play
5 $\frac{1}{2}$	Yearbook (Full program)
3 $\frac{1}{2}$	Senior Coordinator
4	Junior Coordinator
2 $\frac{1}{2}$	Sophomore Coordinator
	National Honor Society (Expenses as approved by principal with a maximum or \$50.00.)
<hr/>	
TOTAL	120 $\frac{1}{2}$ %
 <u>SECONDARY</u>	
TOTAL	170 $\frac{1}{2}$ %
 <u>SYSTEM</u>	
TOTAL	196%

XXIV. PROMOTIONS

- A. A promotion shall mean a change to an administrative position.
- B. During the school year notices of such vacancies shall be forwarded to all staff members by a memorandum. Such notices shall include: job description; qualifications, experience required, if any; personal skills; the date the position is open; and instructions for filing application.
- C. During a time when school is not in session, notice of such vacancies shall be mailed to each teacher's mailing address. Any teacher may apply for such position.
- D. In filling the vacancy the Board shall give due weight to the professional background, attainments, seniority in the school system of the applicant, and other relevant factors.
- E. The school system reserves the right to fill such vacancies from within or from outside the school system.
- F. The Board will select the applicant based on its judgment of the candidates qualifications.
- G. All applicants will be informed in writing as to the disposition of their application.

XXV. MISCELLANEOUS

- A. Tentative teacher schedules shall be available before individual contracts are issued.
- B. Building department budgets will be established and administered by the department chairman in cooperation with the building principal and subject to his approval. A departments total budget will be made known to all members of said department at the beginning of the school year by the department chairman.
- C. Where no department organization exists, a building account shall be established and administered by the individual teacher or teachers in co-operation with the building principal and subject to his approval.
- D. The following departments shall have a department chairman:

Junior High School:

- 1. English and Social Studies
- 2. Mathematics and Science
- 3. All other departments (except band and physical education)

Senior High School:

- 1. Business Education
- 2. Driver Training
- 3. English
- 4. Industrial Arts
- 5. Mathematics and Science
- 6. Social Studies

System Wide:

Special Education

XXV. MISCELLANEOUS, CONTINUED

- E. Department chairmanships in the secondary schools or in system wide departments will be filled in the following manner when such positions become available:
1. All teachers in the building, or in special departments will be notified of the vacancy in writing.
 2. Any teacher may apply and receive an interview with the principal.
 3. Teachers applying for the department chairmanship position shall be selected under the following criteria for the selection:
 - a. previous experience in subject area
 - b. formal preparation
 4. If qualifications are equal the candidate with the greatest amount of service to the district will receive the position.
- F. Department chairmen in the Junior High School shall not be assigned to a homeroom duty.
- G. When deemed necessary by the principal the department chairmen in the Senior High School shall be assigned to homeroom duty for not more than one semester of the school year. Reasonable effort will be made to decrease secondary homeroom assignments whenever possible for the secondary department chairmen.
- H. The duties of the secondary department chairman will include the following:
1. Coordination of textbook studies with members of the department.
 2. Coordinate and approve all requisitions and the proper recording of items received for his department.
 3. Review and recommend teaching schedules for members of his department.
 4. Provide a summary of any evaluations or action programs each year and file a report on this project with the principal.
 5. Hold monthly meetings with the members of his department.
 6. Review standards for grading students and curricular offering to eliminate unnecessary over-lapping of content and progression of skill development.
 7. Meet at least once each month with all other department chairmen and the principal to discuss issues important to the operation of the program, school plant, and to draft an agenda for the regular monthly staff meeting.
 8. Coordinate and process to the office of the principal all field trips requested by members of his department.
 9. The department chairman will discuss with the principal a set of guidelines for the department which reflects the objectives of the school.

XXV. MISCELLANEOUS, CONTINUED

- I. Each department chairman shall receive \$225.00 per school year for said duty.
- J. The Board will not hold teachers responsible for losses of property by students providing the teacher has not acted in a negligent manner.
- K. Deduction in pay will be made if a teacher misses the day before or the day after a vacation period except for an emergency leave. An emergency leave is defined as a situation which is beyond the immediate control of the teacher. Action on the emergency leave is subject to the approval of the Superintendent.
- L. Telephones shall be made available as follows: in the Junior High School Clinic area and in the Senior High School Counselor's file area to be used for official school business.
- M. A study of the feasibility of one hour periods in the secondary schools will be made.
- N. The audio-visual period in the secondary schools will be filled in the following manner when they become available:
1. All teachers in the building will be notified of the vacancy in writing.
 2. Any teacher may apply and receive an interview with the principal.
 3. Teachers applying for the audio-visual period shall be selected under the following criteria for the selection:
 - a. previous experience
 - b. formal preparation
 - c. capability of doing light maintenance with equipment
 - d. if qualifications are equal the candidate with the greatest amount of seniority will receive the position
 4. One teacher shall be assigned to the audio-visual position in the secondary schools. He shall be released from a homeroom assignment. His audio-visual duty assignment and his preparation period shall be assigned by the building principal.

O. Classroom Observation of Teachers

There will be at least one formal observation of probationary teachers each semester. Each classroom observation will be followed by a conference with the building principal.

The observation will be written up in triplicate and each copy should be signed by the teacher and principal. The teacher may respond, in writing, to the observation and it will be attached to the observation report.

The formal observation form will be made up of two sections. Section one pertaining to the visit only. Section two will cover general observations covering the previous experiences from the date of employment.

Tenure teachers may be observed by the Principal when he deems it necessary.

XXV. MISCELLANEOUS, CONTINUEDP. Tax Sheltered Annuities

Tax sheltered annuity programs are available through written request by the teacher to the payroll department for same.

Annuities are available at the teacher's expense from:

Metropolitan Life Insurance Company
Michigan Education Association

An additional tax sheltered annuity program will be reviewed by the Union and presented for adoption by the Board. Said program shall be in addition to the programs currently in effect in the school district.

Q. Curriculum Studies

- a. Teachers will be paid for work on curriculum studies during the summer months if requested to so serve by the school district.
- b. Teachers will be granted released time for approved curriculum studies made during the school year. Such studies shall not require more than two meetings per month, and it is suggested they be scheduled from 2:00 p.m. to 4:00 p.m.
- c. In lieu of released time, when approved by the principal and superintendent, teachers may elect to conduct such studies lasting no longer than five o'clock p.m. and be compensated for one hour overtime at the rate equivalent to the substitute payment as stated in Appendix "G", point three (3) of this agreement.

R. Experience Credit

Full experience credit on the pay scale, up to a maximum of eight steps, will be granted for any combination of the following:

1. Prior teaching experience.
2. Military service experience - maximum of two years.
3. Peace Corp service - maximum of two years.
4. Foreign exchange teaching.
5. Job Corp teaching.

Such experience credit is not to be retro-active for personnel hired prior to the 1968-1969 school year.

S. Reduction in Personnel

If it is ever necessary to reduce the total number of employees in the School District of the City of Harper Woods, the release of employees qualified for the remaining positions available shall be based on the length of service in the School District of the City of Harper Woods and those employees with the least amount of service shall be released in the order of their length of service, all as is provided in the Michigan Tenure Act.

XXV. MISCELLANEOUS, CONTINUEDT. Summer School - Special Education

In the event the school system offers a summer school program, summer school teaching positions in the Special Education Department shall be open to all personnel in that department for application each year. All teachers in the department will be notified of the vacancy in writing.

Applicants will be judged for the position according to:

1. Acceptable state certification in the area and qualifications as required for said department.
2. Priority will be given the applicant with the most years of teaching experience in that particular department in the Harper Woods School District.
3. If the above qualifications are equal, priority will be given to the person with the most formal preparation.

U. Higher Educational Degree Earned

When a teacher receives an M.A. or M.S. Degree or an M.A. - M.S. plus thirty hours level in the fall semester, he will receive pay at the new degree level rate for the spring semester provided he has notified the Superintendent's office before September 20, 1969 of his expectation to complete said work and that he successfully completes said course(s) and provides evidence to the school system of having done so at least one month before the beginning of the second semester.

V. Voluntary Duties

Secondary teachers who have been working on "voluntary duties" as listed under points 4, 6, 7 and 8 in Appendix "C" shall retain these duties before any other volunteers are sought.

W. Records, report cards, and emergency lesson plans

1. All student records including the marking of report cards shall be completed by the end of the first week of the second semester for the secondary areas and by the end of the year for elementary and secondary grades.
2. All high school teachers will complete an emergency lesson plan file and present it to the principal not later than Friday of the first full week of school. The plan file will contain and maintain:
 - a) two daily lesson plans for each subject area.
 - b) teachers daily schedule.
 - c) seating chart or class rolls for each period.
 - d) name of student designated as -- assistant -- for each period.

XXV. MISCELLANEOUS, CONTINUED

X. When the School District of the City of Harper Woods is to be closed because of emergencies caused by weather conditions, proper notification will be given to radio stations prior to 7:15 A.M.

Y. Secondary Parent/Teacher Visitation

The schedule for the secondary school Parent/Teacher Visitation Days is as follows:

THURSDAYClasses Held

Period One	11:11 A.M.	-	11:56 A.M.
Period Two	12:00 Noon	-	12:45 P.M.
Period Three	12:49 P.M.	-	1:34 P.M.

Parent Visitations: 2:30 P.M. - 5:00 P.M.
and
7:00 P.M. - 9:00 P.M.

FRIDAYClasses Held

Period Four	8:44 A.M.	-	9:29 A.M.
Period Five	9:33 A.M.	-	10:18 A.M.
Period Six	10:22 A.M.	-	11:07 A.M.
Period Seven	11:11 A.M.	-	11:56 A.M.

Parent Visitations: 1:00 P.M. - 3:00 P.M.

Z. Student Class Attendance

Students at the Secondary level may not be given a passing grade by the teacher in a class when absence extends beyond twenty percent (20%) during a given marking period. All such failures based on excessive absences are subject to the approval of the principal after consultation with the teacher. Extended illness beyond three (3) consecutive days with a verification from the attending physician is excusable and is not to be considered in determining the twenty percent.

XXVI. PERSONAL PROPERTY OF TEACHERS

The Board agrees to establish for the 1969-1970 school year a fund of \$200.00 to be used for settling all claims of employees to include loss, damage, or destruction to their personal property, while on school premises, used in their work assignments for personal property of a kind normally worn, or for damage to their automobiles while on school premises as a result of vandalism. Personal property shall not include cash. If the claims for the year exceeds the fund each shall be covered on a pro-rate basis. To qualify for payment the teacher must file a report with the police department when theft or malicious destruction is involved.

XXVII. FACTUAL REPORTS AND INFORMATION

1. Upon request the Board shall make available to the Union, if in the possession and under the control of the Board, agendas of its meetings, financial reports available to, or in the possession of the Board, and upon the Union's request any factual information, public records and reports.
2. Upon request the Union shall make available to the Board any information in the possession of the Union which may be relevant to the Union's demands, including information acquired by the local Union and information provided to or available to the local union by the Michigan Federation of Teachers or the American Federation of Teachers.

XXVIII. RETIREMENT

- A. Retirement will be mandatory for all members of the staff of the School District of the City of Harper Woods, when said employees reach the age of sixty-five years.
- B. The retirement will become automatic on June 30th of the fiscal year during which the employee reaches his sixty-fifth birthday.
- C. Determination of List of Employees Reaching Retirement Age: The Superintendent of Schools shall examine annually the employment records of the school district and determine which employees, if any, shall have reached retirement age by the end of the current school year.
- D. Notification to Employees: The Superintendent shall notify each employee subject to retirement at the end of the year by April 1st. The employee shall execute, not less than sixty days prior to the effective date of retirement, the application for placement on the pension rolls to the Michigan Public School Employees Retirement Fund. Failure by the employee to execute such application within the specified time shall cause the employee to be solely responsible for any losses in pension rights. Any dispute on the findings of the effective date of retirement shall be first reviewed by the Superintendent and a decision rendered from which the employee may appeal to the Board. The findings of the State Retirement Board or its executive secretary shall be controlling in all instances.

XXIX. PROVISION CONTRARY TO LAW

If any provision of this Agreement shall be found to be contrary to the law, then said provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

XXX.MATTERS NOT COVERED IN THIS AGREEMENT

With respect to matters not covered in this agreement, existing policy shall remain in full force and effect insofar as those policies are not in conflict with this agreement, nor with the Laws of the State of Michigan or the Laws of the United States, all as set forth in Article III. New policies which are proper subjects for collective bargaining and which would have the effect of altering any provisions of this agreement, may only be adopted after prior good faith negotiations with the Union.

XXXI.GENERAL

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

XXXII.FRINGE BENEFITSA. Hospitalization

The Board shall bear the cost of single subscriber hospitalization with Blue Cross-Blue Shield. The teacher shall have the option to include family coverage, and in such instance, the Board will pay the cost of said family insurance. Family coverage refers to husband or wife, and children to age 19.

B. Insurance

- (1) A \$3,000.00 term life insurance policy for each teacher shall be paid by the Board.
- (2) A double indemnity accidental death benefit will be included in said policy.
- (3) The long term disability income benefit protection program will continue in effect for the year 1969-1970.

C. Teachers on leave of absence from the school district may continue to benefit from the insurance protection as established in this article, if approved by the carrier, upon payment to the school district for full insurance costs that will be forwarded by the district to the insurance companies. Said arrangement will be in effect only for the period of the approved leave of absence.

XXXIII. SEVERANCE PAY PLAN

- A. To be eligible for severance pay professional personnel must be under contract with the Harper Woods School District as a tenure teacher at the maximum step of the salary schedule.
- B. Payments will be made under the following schedule only to teachers who are retiring from the teaching profession or are forced to retire due to disability.
- C. Payment shall be as follows:

<u>Year</u>	<u>Payment</u>	<u>Year</u>	<u>Payment</u>	<u>Year</u>	<u>Payment</u>	<u>Year</u>	<u>Payment</u>
11	\$330.00	16	\$480.00	21	\$630.00	26	\$780.00
12	\$360.00	17	\$510.00	22	\$660.00	27	\$810.00
13	\$390.00	18	\$540.00	23	\$690.00	28	\$840.00
14	\$420.00	19	\$570.00	24	\$720.00	29	\$870.00
15	\$450.00	20	\$600.00	25	\$750.00	30	\$900.00

XXXIV. TERMINATION CLAUSE

1. This agreement, all of its provisions and appendices, shall become effective September 9, 1969 and shall continue to be in effect until midnight, June 30, 1970 when it shall terminate. Nothing in this agreement or its appendices shall survive said termination date. Notwithstanding the foregoing however, this agreement shall not become effective unless and until it is:
 - a. Ratified by a majority of the members of the bargaining agent voting at a meeting duly called for such purpose; and
 - b. Approved by the Board of Education of the School District of the City of Harper Woods by resolution duly adopted.
2. Upon written notice to the other party, anytime after February 1, 1970 either party may request the opening of negotiations for a new contract. Negotiation sessions held during the school year shall begin not prior to 3:30 p.m. unless changed by mutual agreement.
3. Any notices required hereinunder shall be sufficient if mailed by certified mail with return receipt requested -- or hand delivered.

To the Board: c/o Superintendent
 of Schools
 20225 Deaconsfield
 Harper Woods, Michigan 48225

To the Union: c/o President of
 Union
 (His home address)

In witness whereof, the parties hereto have set their hands this _____
 day of September, 1969.

 BOARD OF EDUCATION

 HARPER WOODS FEDERATION OF TEACHERS

 Joseph H. Gregory

 William Savallisch

 Osborne H. Day

 Orville Leslie

 Truman Guard

 Norman Dueweke

 Anthony Kokovich

 Mary Ann Solomon

 Patricia Nealon

 Grace Haddad

CONTRACT SALARY INCREASE FOR 1969-1970

SCHOOL YEAR

B.A. Degree teachers entering the Harper Woods School System, without any experience credit, shall receive the following B.A. minimum salary of \$7,425.00.

B.A. Degree teachers returning to the Harper Woods School System, having taught therein during the 1968-1969 school year, shall receive the following contract salary increases:

<u>Salary Step</u>	<u>Increment</u>	<u>Increase</u>	<u>Total Salary Increase</u>
0 to 1	\$ 0	\$ 625.00	\$ 625.00
1 to 2	\$ 400.00	\$ 625.00	\$ 1,025.00
2 to 3	\$ 400.00	\$ 625.00	\$ 1,025.00
3 to 4	\$ 400.00	\$ 625.00	\$ 1,025.00
4 to 5	\$ 400.00	\$ 625.00	\$ 1,025.00
5 to 6	\$ 400.00	\$ 625.00	\$ 1,025.00
6 to 7	\$ 400.00	\$ 625.00	\$ 1,025.00
7 to 8	\$ 500.00	\$ 625.00	\$ 1,125.00
8 to 9	\$ 550.00	\$ 725.00	\$ 1,275.00
9 to 10	\$ 725.00	\$ 775.00	\$ 1,500.00
MAXIMUM	0	\$1000.00	\$ 1,000.00

Half year experience credit is granted, when applicable, and can be determined at the half-way mark between steps.

The salary schedule attached hereto includes the foregoing increases and is attached hereto for purposes of reflecting contract salaries, with said increases, for the school year 1969-1970 and for purposes of reflecting the salary for said year for teachers entering the Harper Woods School System with experience credit for the first time at the beginning of, or during, the said year, and for no other purpose.

CONTRACT SALARY INCREASE FOR 1969-1970

SCHOOL YEAR

M.A. Degree teachers entering the Harper Woods School System, without any experience credit, shall receive the following M.A. minimum salary of \$7,950.00.

M.A. Degree teachers returning to the Harper Woods School System, having taught therein during the 1968-1969 school year, shall receive the following contract salary increases:

<u>Salary Step</u>	<u>Increment</u>	<u>Increase</u>	<u>Total Salary Increase</u>
0 to 1	\$ 0	\$ 650.00	\$ 650.00
1 to 2	\$ 400.00	\$ 650.00	\$ 1,050.00
2 to 3	\$ 450.00	\$ 650.00	\$ 1,100.00
3 to 4	\$ 450.00	\$ 700.00	\$ 1,150.00
4 to 5	\$ 500.00	\$ 750.00	\$ 1,250.00
5 to 6	\$ 550.00	\$ 750.00	\$ 1,300.00
6 to 7	\$ 550.00	\$ 800.00	\$ 1,350.00
7 to 8	\$ 550.00	\$ 850.00	\$ 1,400.00
8 to 9	\$ 550.00	\$ 950.00	\$ 1,500.00
9 to 10	\$ 550.00	\$1,050.00	\$ 1,600.00
10 to 11	\$1,000.00	\$1,050.00	\$ 2,050.00
MAXIMUM	0	\$1,500.00	\$ 1,500.00

Half year experience credit is granted, when applicable, and can be determined at the half-way mark between steps.

The salary schedule attached hereto includes the foregoing increases and is attached hereto for purposes of reflecting contract salaries, with said increases, for the school year 1969-1970 and for purposes of reflecting the salary for said year for teachers entering the Harper Woods School System with experience credit for the first time at the beginning of, or during, the said year and for not other purpose.

SCHOOL DISTRICT OF THE CITY OF HARPER WOODS

TEACHER SALARY SCHEDULE

1969 - 1970

<u>YEAR</u>	<u>BA -- BS</u>	<u>MA -- MS</u>	<u>MA -- MS</u>	<u>SPECIAL EDUCATION, REMEDIAL</u>	
	<u>DEGREE</u>	<u>DEGREE</u>	<u>PLUS 30</u>	<u>READING, SPEECH, SOCIAL WORKER</u>	<u>BACHELOR MASTERS</u>
1	\$ 7,425.00	\$ 7,950.00	\$ 8,550.00	\$ 8,025.00	\$ 8,550.00
2	\$ 7,825.00	\$ 8,350.00	\$ 8,950.00	\$ 8,425.00	\$ 8,950.00

PERMANENT STAFF BRACKET

3	\$ 8,225.00	\$ 8,800.00	\$ 9,400.00	\$ 8,825.00	\$ 9,400.00
4	\$ 8,625.00	\$ 9,250.00	\$ 9,850.00	\$ 9,225.00	\$ 9,850.00
5	\$ 9,025.00	\$ 9,750.00	\$10,350.00	\$ 9,625.00	\$10,350.00
6	\$ 9,425.00	\$10,300.00	\$10,900.00	\$10,025.00	\$10,900.00
7	\$ 9,825.00	\$10,850.00	\$11,450.00	\$10,425.00	\$11,450.00
8	\$10,325.00	\$11,400.00	\$12,000.00	\$10,925.00	\$12,000.00
9	\$10,875.00	\$11,950.00	\$12,550.00	\$11,475.00	\$12,550.00
10	\$11,600.00	\$12,500.00	\$13,100.00	\$12,200.00	\$13,100.00
11	MAXIMUM	\$13,500.00	\$14,100.00	MAXIMUM	\$14,100.00

APPENDIX "B-1"

BASE PAY

\$7,425.00

EXTRA-CURRICULARELEMENTARY 1969-1970BEACON ELEMENTARY SCHOOL

<u>Activity</u>	<u>1969-1970</u>	<u>Amount</u>
Band	1	\$ 74.25
Basketball Coach	1½	\$ 111.38
Chorus	1¼	\$ 92.81
Girls Service Squad	3½	\$ 259.88
Safety Patrol Boys	4	\$ 297.00
Student Council	3	\$ 222.75
	<hr/>	<hr/>
BEACON ELEMENTARY SCHOOL TOTAL	14¼	\$1,058.07

TYRONE ELEMENTARY SCHOOL

Band	1	\$ 74.25
Basketball Coach	1½	\$ 111.38
Chorus	1¼	\$ 92.81
Girls Service Squad	3½	\$ 259.88
Safety Patrol Boys	4	\$ 297.00
	<hr/>	<hr/>
TYRONE ELEMENTARY SCHOOL TOTAL	11¼	\$ 835.32

ELEMENTARY EXTRA-CURRICULAR GRAND TOTAL . .	<u>25½</u>	<u>\$1,893.39</u>
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APPENDIX "D-2"

BASE PAYEXTRA-CURRICULAR

\$7,425.00

SECONDARY 1969-1970HARPER WOODS JUNIOR HIGH SCHOOL

<u>Activity</u>	<u>1969-1970 %</u>	<u>Amount</u>
Band	7	\$ 519.75
Majorettes	2	\$ 148.50
Intra-Mural - Boys	4	\$ 297.00
Intra-Mural - Girls	4	\$ 297.00
Cheerleaders	1½	\$ 111.38
Ninth Grade Baseball	4½	\$ 334.12
Ninth Grade Basketball	6½	\$ 482.62
Ninth Grade Football	5	\$ 371.25
Seventh and Eighth Grade Basketball	5	\$ 371.25
Athletic Director	5	\$ 371.25
Ninth Grade Class Play	3	\$ 222.75
Harper Words	2½	\$ 185.62
HARPER WOODS JUNIOR HIGH SCHOOL TOTAL	50	<u><u>\$3,712.49</u></u>

EXTRA-CURRICULARBASE PAY - \$7,425.00SECONDARY - 1969-1970HARPER WOODS SENIOR HIGH SCHOOL

<u>Activity</u>	<u>1969-1970 %</u>	<u>Amount</u>
Varsity Football	10	\$ 742.50
Varsity Football - Assistant Coach	7½	\$ 556.88
Varsity Basketball	12	\$ 891.00
Varsity Basketball - Assistant Coach	9	\$ 668.25
Varsity Baseball	7	\$ 519.75
Varsity Track	9	\$ 668.25
Varsity Track - Assistant Coach	6	\$ 445.50
Cross Country	6½	\$ 482.62
Athletic Director	6	\$ 445.50
G.R.A. and Intra-Mural sports - girls	2½	\$ 185.62
Basketball - girls	3	\$ 222.75
Girls Catalina	6½	\$ 482.62
Field Hockey - girls	2½	\$ 185.62
Cheerleaders	4	\$ 297.00
Co-Ed. Bowling (Hi-Y)	5	\$ 371.25
Lettermens Club	2	\$ 148.50
School Newspaper	2	\$ 148.50
Class Play - twelfth grade	4½	\$ 334.12
Yearbook - full program	5½	\$ 408.37
Senior Class Coordinator	3½	\$ 259.88
Junior Class Coordinator	.4	\$ 297.00
Sophomore Coordinator	2½	\$ 185.62
HARPER WOODS SENIOR HIGH SCHOOL TOTAL . . .	120½	\$ 8,947.10
SECONDARY EXTRA-CURRICULAR GRAND TOTAL . .	<u>170½</u>	<u>\$12,659.59</u>

APPENDIX "C"1. COUNSELORS

Counselors shall be on the regular teacher salary schedule plus the following:

Year 1	-	\$600.00
Year 2 and thereafter	-	\$800.00

Counselors shall serve from 8:15 a.m. to 3:45 p.m.

They shall serve one additional week in June and report one week early before the start of the school year.

2. MILEAGE PAY

Approved mileage requests shall be paid at a rate of ten cents per mile.

3. PAY FOR SUBSTITUTE TEACHERS WITHIN THE SYSTEM

Teachers who use their preparation period for substitute teaching shall be paid for this service at the rate of \$5.25 per forty-five (45) minute period in the secondary schools and \$3.50 per thirty (30) minute period in the elementary schools.

\$7.00 per hour
\$5.25 per forty-five minutes
\$3.50 per thirty minutes
\$1.75 per fifteen minutes

4. ADULT EDUCATION TEACHER PAYMENT

Compensation to instructors for night school classes shall be \$7.00 per hour.

5. DRIVER EDUCATION PAYMENT

Compensation for instructors in Driver Education shall be \$5.25 per hour "on the road" and \$7.00 per hour in the classroom.

6. SECONDARY LUNCHROOM PAYMENT

Teachers serving in the cafeteria during lunch period shall be paid \$3.25 per period.

7. HOMEBOUND TEACHING PAYMENT

The rates for approved homebound teaching assignments shall be \$7.20 per hour.

8. SUPERVISION AT ATHLETIC EVENTS AND OTHER SCHOOL APPROVED EVENTS:

Teachers supervision secondary athletic events shall be paid as follows:

\$10.00 per evening for: selling tickets, timers, announcers and scorers.

\$ 8.00 per evening for all other approved secondary athletic events.

\$ 8.00 per evening for approved elementary and secondary school events.

9. DEPARTMENT CHAIRMEN

The six department chairmen in the Senior High School, the three department chairmen in the Junior High School, and the Special Education department chairman shall each receive \$225.00 per year for said duty.