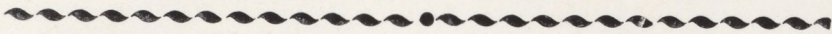


Hazel Park 7

8/31/71

PROFESSIONAL NEGOTIATIONS AGREEMENT



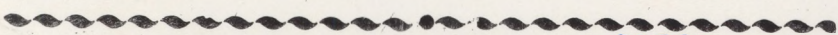
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between the
SCHOOL DISTRICT
OF THE CITY OF
HAZEL PARK

Hazel Park Board of Education

and the
HAZEL PARK
EDUCATION
ASSOCIATION

71



9/1/70 - 8/31/71

*MEA
1216 KENDALE
E. LANSING, MI*

48823

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PROPOSED BOARD OF EDUCATION AGREEMENT
With
EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 1st day of September, 1970 by and between the Board of Education of the City of Hazel Park, Michigan, hereinafter called the "Board", and the Hazel Park Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for children of Hazel Park is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

WHEREAS the members of the teaching profession share with the administration and the Board of Education common objectives, commitments, and responsibilities dedicated to the formulation of the finest educational program possible and

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

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

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

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certificated teaching personnel excluding the superintendent, assistant superintendents, curriculum coordinator, directors, principals, assistant principals, teaching assistant principals, supervisor of special education and High School department heads, and other supervisors as defined in the Act. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to all employees in the above unit.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract. 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. Professional Dues or Fees and Payroll Deductions
1. Any teacher who is a member of the Association, or who has applied for membership may pay cash or may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-ninth of such dues from the last regular salary check of the teacher each month for nine (9) months, beginning in October and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
 2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to United Profession membership dues. However, the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this article. In the event that a teacher shall not make payment as provided in paragraph A, the Board shall upon receipt of written notice from the Association commence discharge procedures against such teacher within ten days (10) or the next scheduled Board meeting whichever is later. In this action the Board shall follow the dismissal procedures set forth in the Michigan Tenure Act.
 3. If the teacher wishes to formally appeal the termination action of the Board of Education, he (or she) will be allowed to remain in the teaching position during the appeal or to the end of the current semester, whichever is sooner. If said teacher does not wish to appeal, employment of said teacher will be terminated immediately.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all the applicable laws and statutes pertaining to teachers rights and responsibilities. The Board and the Association agree to the Board of Education Policies and Procedures now in effect other than those related to wages, hours, and working conditions, and unless otherwise altered by specific conditions within this contract.
- B. Every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for their mutual benefit. The Board and Association 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 and of 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, or other professional organization, his participation in any 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 conditions of employment.
- C. The Board and the Association recognizes the right of employees to invoke the assistance of the State Labor Mediation Board.
- D. Use of School Facilities:
1. Week day activities commencing prior to 5:00 P.M., the Association will have the right to schedule meetings within the building and without cost. Such scheduling will be processed through the Principal's office setting forth in advance the time and place of the meeting. Week day activities commencing after 5:00 P.M. and all week-end activities are to be scheduled through the Board Office. The Association shall enjoy the same privileges of facility availability as other community groups. It is further understood that the only cost to the Association shall relate to directly increased custodial costs.
 2. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of educational and student activities; provided, however, that there will be one (1) bulletin board which will be placed in the staff lounge, or a mutually agreeable location, for the purpose of displaying notices, circulars and other Education Association materials.
 3. In those schools where an inter-communications system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities, educational announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements.
 4. The Association may distribute materials through teachers' mailboxes if it so desires.
- E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teacher organization.
- F. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.
- G. School facilities will not be used by teachers privately for private tutoring for pay. Under no conditions should teachers tutor students enrolled in their classes for pay.

ARTICLE II - TEACHERS' RIGHTS AND RESPONSIBILITIES (Cont'd)

H. The Board agrees to furnish to the Association in response to written requests all information concerning the financial resources of the district, tentative budgetary requirements and allocations and 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 grievance or complaint. Such written requests shall be specific as to the information desired. This is not to imply that oral requests will be denied.

Official records will be made available at the office of the Board and will not be removed from the Board's offices.

ARTICLE III
RIGHTS OF THE BOARD OF EDUCATION

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it.

The determination and administration of Educational Policy, the operation of the schools and the direction of the professional staff are vested in the board or in the Superintendent when so delegated by the board.

The above provisions shall not be inconsistent with nor contrary to the provisions of Public Act 379.

ARTICLE IV
SCHOOL DAYS AND CALENDAR

- A. 1. The parties recognize the principle of a normal forty hour work week, exclusive of lunch. It is mutually recognized by all parties that the principle of the forty hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the board from assigning duties normally associated with the teaching profession except as otherwise agreed upon in this contract. It is the responsibility of each individual teacher, as well as administrators and school board members, to strive for the highest quality educational program possible for the children of this school community. Inherent in such a commitment is the requirement for adequate lesson planning and guidance for reference by a substitute teacher.
2. The starting and dismissal times for students shall be as follows:
- | | |
|---------------------|------------------------|
| All Elementary | 8:45 A.M. to 3:30 P.M. |
| Junior High Schools | 8:30 A.M. to 3:20 P.M. |
| Senior High School | 8:00 A.M. to 3:00 P.M. |
- The foregoing starting and dismissal times are subject to modification by state statute or regulation by the Board; provided, however, that no modification made by the Board will increase the length of the teacher's work day.
3. The regular teachers' work day will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after the aforesaid dismissal time.
- B. 1. Regularly scheduled full staff teachers' meetings shall commence on school time not later than 30-45 minutes prior to student dismissal time in each building, and from time to time may last beyond the close of the school day.
- It is further agreed that from time to time small group and/or an individual teacher may be requested to meet with the administration after school hours to accommodate operational procedures.
2. Teachers may be requested to attend district wide curriculum meetings on a monthly basis after the close of the school day.
- On any day or occasion that school is dismissed for purposes of professional improvement activities, attendance of teachers at such programs shall be required. Failure to be so involved shall result in loss of pay for the day or days involved.
3. It is agreed by the Association and the Board that good public relations is necessary in all community activities and therefore recognize that teacher attendance at P.T.A. meetings shall be of such nature as to adequately reflect the relative values of parent-teacher relationship and understanding. It is further agreed that teachers will be required to attend an annual open house type meeting, but that attendance at all P.T.A. meetings shall be at the option of the teacher.
- C. 1. All regular teachers will have a duty-free lunch period between the hours of 11:00 A.M. and 2:00 P.M. of the following lengths:
- | | |
|---|---|
| a. Elementary Schools | 1 hour |
| b. Junior High Schools and Senior High School | The length of a regular class period or the regularly-scheduled lunch period, but in no event less than 35 minutes. |
- Full recognition shall be given to the matter of designating elementary lunch hour activity areas. Staff members shall work with the building principal in determining the most functional possible arrangement.
2. High School and Junior High School teachers will, in addition to their lunch period, have a preparation period of one class period each day. High School and Junior High School teachers who substitute during their preparation and conference period shall be reimbursed at the rate of \$6.00 per hour. Substitute arrangements shall be made by the principal.
3. Special subject teachers in the elementary schools will be scheduled cooperatively by the Administration and Teaching Staff to provide as large a block of released time for the teacher as possible. In the development of released time practices and procedures, particular consideration shall be given the functional use of lay personnel.

ARTICLE IV - SCHOOL DAY AND CALENDAR (Cont'd)

- D. 1. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extra-curricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis.
- E. The agreed upon items of this article may not be construed as an instrument to coerce willing teachers to desist from voluntary activities beneficial to their students.
- F. Calendar for the School Year shall be framed within the following references:
1. **Opening and Closing of Schools:**
School shall open in September no earlier than the Tuesday after Labor Day. School shall close no later than the third Friday in June. New Teacher Orientation may be held the Friday prior to Labor Day.
 2. **Christmas Vacation:**
When Christmas falls on Monday, Tuesday or Wednesday schools shall close for vacation at the end of the day on the previous Friday. When Christmas falls on Thursday, or Friday, schools will close at the end of the day on Tuesday. When Christmas falls on Saturday or Sunday schools will close at the end of the day on Wednesday. Schools shall reopen the day following the first day of the New Year when January 1 falls on Monday, Tuesday or Wednesday. Schools shall re-open the following Monday when January 1 falls on Thursday or Friday.
 3. **Easter Vacation:**
Easter Vacation shall begin at the close of the day on the Thursday prior to Easter and shall continue through the week following Easter.
 4. **Memorial Day:**
If Memorial Day falls on Saturday or Sunday, school will be closed on Friday or Monday respectively.
 5. **Parent-Teacher Conferences and In-Service Training:**
Any number but not more than four (4) days per year may be used for P.T. conference and up to but not more than (2) days per year for in-service training.
When evening hours are selected for conferences, teachers shall participate and shall be given equivalent released time during that day or the following day without loss of pay.
 6. A maximum of two (2) school days shall be made available for Association planned conferences. Any such date shall be confirmed prior to the commencement of the semester involved.
Tentative dates for the school year 1970-71 includes a day in November and a half-day in spring for all personnel. Also a half-day at the end of the tenth week of school for Elementary teachers and at the end of the twentieth week for Secondary teachers. It is generally understood that program development will recognize objectives of mutual educational concern.
 7. An additional day shall be banked for particular usage. Utilization of this day shall be determined by mutual agreement between the Association and the Administration.

ARTICLE V
CLASS SIZE

A. Philosophy:

Class load will be kept at a minimum within the economic ability of the School District and the availability of space. Twenty-five (25) pupils is recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other cases a larger number can be accommodated.

B. School Year 1970-71

Elementary Schools

Maximum Class Size 32 pupils
Average Building Class Size 32 pupils
Whenever any class assignment in the elementary schools exceeds thirty-four (34) pupils, the teacher shall be paid \$300 per pupil per year for each pupil in excess of thirty-two (32). Payment due under this clause shall be done on a prorata basis if the period is for less than a full year.

In those instances wherein the best interest of the child and the program might benefit by the addition of one or two students above the recognized maximum of thirty-two, procedural direction may be initiated by the building principal and/or the building representative for the association. It is further understood however that the addition of every student herein described is to be acceptable to the teacher.*

C. Assignment of Students:

Assignment of students to classes in the Elementary schools for the following year shall be done by the principal and teachers.

*Conditions in this paragraph represent an interim modification of program and professional objectives in consideration of the extended financial circumstance of the school district as well as an incentive for the retention of other worthwhile programs.

ARTICLE VI
TEACHER EMPLOYMENT ASSIGNMENT

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers, other than newly-appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment would be voluntary but the Board may make such changes.

ARTICLE VII
PUPIL-TEACHER RELATIONSHIPS

- A. 1. Classroom teachers are often confronted with the problems as well as the responsibilities of maintaining pupil control. Within legal limitation, in fact, certain parental privileges are transferred to the teacher in the performance of this function.
2. Encouragement, praise and emphasis upon the child's desirable characteristics are recognized as being the most successful methods of working with discipline cases. But, if the occasion should arise where punishment is necessary, reasonable applications of corporal punishment may be administered. Educational personnel should be familiar with the current legal responsibility as interpreted by Michigan Courts.
3. The Board will continue to accept its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and when necessary will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.
4. Pupils who, after consultation with appropriate, qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
5. Referrals of pupils for Special Services may be made by the teacher or the building principal to the appropriate service. Referral forms will be routed through the office of the building principal.
6. Within the framework outlined above, a consistent discipline procedure shall be worked out in each building by the teachers, counselors, and administrators. Work on this policy shall begin after ratification of this contract.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

- A. Every possible effort should be made to provide conditions that will encourage good teachers to remain in classroom teaching.

However, those teachers who do desire administrative positions should be assured that they will receive fair consideration when vacancies occur.

Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same during the school year in a bulletin to all staff members and will include a general statement of the duties and qualifications. During the months of July and August written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filled within fifteen (15) days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Association.

- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give major consideration to the professional background and attainments of all applicants, the length of time each has been in the Hazel Park School System. Other personal and professional factors will also be considered. The parties recognize that, while the Board will continue to adhere to its practice of promotions from within its own teaching staff, it may on occasion go outside the district to hire personnel of highly specialized or outstanding talents. Notices of openings in coaching positions will be posted a minimum of fifteen (15) days prior to assignment award.
- C. 1. Teachers' requests for reassignments to fill a vacancy within a building will be based on the length of service in that building but will not be an exclusive factor in determining whether such a request shall be granted.
2. Although the Board and the Association recognize that frequent transfers of teachers from one school to another can be disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers may be necessary. Therefore, they agree as follows:
- a. Transfers and changes of assignments will be on voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Teachers being involuntarily transferred during the school year will be transferred only to a position paying at least the same compensation. Involuntary transfers shall be subject to review by the Association.
 - b. Notice of transfers will be given to teachers under normal circumstances not later than the end of the semester preceding the effective date of transfer.
3. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he will upon his return have the status which he would have achieved if he had remained continuously in the negotiating unit.

ARTICLE IX

LEAVE PAY, LEAVES OF ABSENCE, AND TERMINAL LEAVES

A. Leaves of Absence with Pay:

1. All teachers will be granted a total of twelve (12) days absence each year without loss of salary subject to the following:
 - a. The entire twelve (12) days allowance may be used for personal illness, quarantine, religious holidays, immediate family illness, tragedy or death.
 - b. Not more than two (2) of the twelve (12) may be used for personal business, such leave to be granted upon application submitted in writing by the teacher, before the absence in case of personal business and either before or after the absence in case of serious illness, death or tragedy.
A personal business day shall be further identified as being a day to be used for pressing personal business that must be taken care of on a school day.
2. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction, except as such absence may be provided for under Par. A. 1. above.
3. Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.

B. Leave of Absence Without Pay:

1. At the discretion of the Board of Education and upon the written request of the teacher, it shall be the policy of the Board to grant leaves of absence without pay for: Health, maternity, study, research, travel, foreign teaching, military service, and Peace Corps, or other professional and association endeavors.
2. Eligibility for any kind of leave of absence, except military service, is conditioned upon satisfactory record of at least two years of continuous employment in the School System.
3. A second leave or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.
4. While on leave, an employee shall maintain continuing tenure and seniority status, shall retain all employment rights held before leave was taken, and upon return shall receive the next regular step on the existing salary schedule, except that teachers having a military, foreign exchange, Peace Corps, or study leave shall advance one step in recognition of the additional service or experience unless already at the maximum.

ARTICLE IX - LEAVE PAY, ETC. (Cont'd)

5. Upon return to duty, the teacher shall be assigned the same position or one of like nature as the one held prior to the leave.
6. The teacher shall notify the Superintendent of Schools in writing of intention to return by no later than April 1st of the leave year. Failure to provide such notice shall be the equivalent of resignation.
7. All leaves of absence shall be for a one year period, unless otherwise stipulated. Leaves of absence when granted are with the understanding that the employee on leave shall not enter into a contract for professional employment during the period for which the leave is granted. Exception to this rule is made only upon special action of the Board of Education in individual cases, and only under unusual circumstances. This position is based upon the premise that teachers on leave are under continuing contract and cannot be employed under another contract simultaneously.

C. Types and Specific Conditions:

1. Health Leave:

Upon the recommendation of the Superintendent and of a physician, shall be granted up to a maximum of one year plus any unfinished year, at the end of which time the employee must either return to duty or resign unless a special extension is granted. When the employee's health permits his return to duty, he shall so notify the Superintendent in writing and submit a statement from his physician to be reviewed and approved by the school physician certifying his fitness to return to duty. The Superintendent shall give him an assignment no later than the beginning of the following year, or sooner if a vacancy exists.

Leave of absence for a maximum of one year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the teacher and the recommendation of the Superintendent.

2. Maternity Leave:

Shall be granted for a period of one year plus any unfinished year, and upon request may be granted one additional year at the discretion of the Board. An employee requesting maternity leave shall file her request in writing at least six months prior to the expected period of confinement. Leave must begin no later than the beginning of the fifth month of pregnancy or the end of a semester, whichever is sooner. Exception may be made by the Superintendent upon recommendations by the person's physician.

By April 1st of the full year the employee shall file a written notice of intent to return as per Item F above, accompanied by a statement from a physician certifying as to her fitness to return to duty.

3. Leave For Study, Travel or Research:

Shall be granted for a maximum of one year, provided that not more than 3% of the teaching personnel may be granted such leave in any one school year. Requests for such leaves shall be considered upon the basis of seniority, and only one such leave shall be granted to any one teacher until all other requests for such leave have been disposed of.

4. Military Leave:

Shall be granted to any employee requesting such leave in order to perform service in the Armed Forces of the United States. Upon return he shall be entitled to reassignment rights in the position he is vacating or one of like status and pay, provided:

- a. The position vacated is other than temporary.
- b. He is honorably discharged from the Armed Forces.
- c. He applies for re-employment within 90 days after discharge or from hospitalization continuing after discharge for a period of one year.
- d. He is still qualified to perform the duties of the position. All provisions shall be in accordance with State and Federal laws governing military leaves of absence.

ARTICLE IX - LEAVE PAY, ETC. (Cont'd)

e. Leave for Foreign Exchange and Peace Corps teaching may be granted for a period not to exceed two years for the purpose of participating in the Exchange Teaching and Peace Corps programs. Any teacher granted such a leave who is below the maximum on the salary schedule shall advance one step on the schedule upon return and such Foreign and Peace Corps service shall count the same as if the teacher had taught in the District.

Requests for leaves other than those specified may be considered by the Board of Education upon the recommendation of the Superintendent.

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

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

D. Sabbatical Leave:

1. The Board of Education of the School District of the City of Hazel Park shares with the professional staff its interest in and commitment to continuous improvement in teaching competence. Because of this mutual concern, the Board is extending to the staff the privilege of Sabbatical Leave.

This policy may be applied in the manner and under the provisions described below:

Sabbatical Leave of Absence may be granted to members of the professional staff at the Hazel Park Public Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.

The policies and administrative regulations of the Hazel Park Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:

- a. Any Board after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment may grant said teacher a sabbatical leave for professional improvement not to exceed two 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.
 - b. Teachers on 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.
 - c. A teacher upon return from a sabbatical leave shall be restored to his teaching 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.
2. Any professional employee of the Hazel Park Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. A professional employee may apply for sabbatical leave subject to the following conditions and requirements.
- a. Applicant must hold a Life or Permanent Certificate and a Master's Degree.
 - b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Hazel Park Public Schools. Absence from service in the District for a period of not more than one year under a leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of a service required by this section but shall not be included as a year of service in computing the seven (7) consecutive years.

ARTICLE IX - LEAVE PAY, ETC. (Cont'd)

- c. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
- d. A maximum of the percent (1%) of the professional employees may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various groups of the professional staff.
- e. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
- f. As a condition to receiving final approval for a sabbatical leave a staff member shall file with the Superintendent of Schools a written agreement stipulating that he will remain in the service of the Hazel Park Public Schools for a period of three (3) years after the expiration of said leave. (See following sections for conditions governing default of this agreement).
- g. Sabbatical Leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study and educational research. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.
- h. The following additional conditions shall prevail with reference to applications for sabbatical leave:
 1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing an employee qualified to assume the applicant's duties.
 2. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
 3. The Board of Education reserves the right to reject any or all requests for sabbatical leaves of absence.
- i. Requirements and status while on sabbatical leave are defined as follows:
 1. The compensation for the staff member on sabbatical leave shall be sixty per cent (60%) of the salary he would receive if on active staff status for the period in which the leave is effective.
 2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff.
 3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the System, provided that he is not at the maximum of the salary schedule.
 4. The regular sick leave policy and other fringe benefits shall apply to an employee.
 5. The total earnings from employment, grants, fellowships, and sabbatical leave pay shall not exceed the contractual salary for that school year.
 6. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education, and the employee may agree upon in writing. An employee on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board of Education shall become immediately due and all future payments shall cease. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the program as presented by the applicant has been followed.

ARTICLE IX - LEAVE PAY, ETC. (Cont'd)

3. Status upon returning from sabbatical leave:

- a. At the expiration of a sabbatical leave, the employee shall be restored to his position or to a position acceptable to the returnee with like nature, seniority, status, and pay; provided that the employee remains eligible for reinstatement under rules and regulations of the Board of Education.
- b. When an employee completes the planned program of the leave, but does not return to service in the Hazel Park Public Schools, he shall within two (2) years repay to the Board of Education the amount received by him during the sabbatical leave. If an employee does not remain in the Hazel Park Public Schools for three (3) years immediately following his sabbatical leave, he shall within two (2) years after leaving the System repay the Board of Education an amount of money which will bear the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the rule is waived by the Board of Education.

4. Administrative Regulation

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

a. For Formal Study

A program of work should be outlined which will qualify the applicant for higher credential in his profession, or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

b. For Educational Research

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

c. For Other Reasons

A plan shall be submitted stating the professional objective which is sought through the opportunities afforded by the leave, and also stating the expected value to the School System.

5. Applications for sabbatical leave must be filed in writing providing a detailed outline as prescribed above with the Superintendent of Schools. The due date of such request shall be April 15 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application. The following additional conditions and procedures shall prevail with reference to applications for sabbatical leave:

a. In making a recommendation to the Board, the Superintendent shall consider the following factors:

- (1) Date of filing application
- (2) Purpose of the leave
- (3) Seniority of service in the School System
- (4) Professional growth of the staff member
- (5) Potential benefit to the School System
- (6) Other factors deemed important

6. An employee on sabbatical leave shall report to the Superintendent as follows:

- a. The employee shall immediately request approval from the Superintendent for any substantial changes in the planned program of the leave as outlined in the previously approved application.
- b. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner. A final report shall be filed at the close of the period for which the leave is taken.

ARTICLE IX - LEAVE PAY, ETC. (Cont'd)

E. Terminal Leave

Upon retirement or death, a teacher or his beneficiary shall be paid for one-half (1/2) the unused cumulative sick days up to a maximum of thirty (30) days pay. The term "Retirement" shall be defined as the eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees Retirement Fund Law and with a minimum period of ten (10) years employment experience in the Hazel Park School System. In instances of teacher retirement only, cumulative sick leave pay shall not in any case be less than One Thousand Dollars (\$1000.00). * Benefit payments under the guarantee provision shall be subject to review and recommendation by the Joint Review Committee.

* Retirement guarantee benefits shall be reduced \$100.00 for each year less than ten (10) years service within the Hazel Park School System.

ARTICLE X
NEGOTIATION PROCEDURES

- A. This agreement incorporates the understanding of the parties on all issues which were the subject of negotiation. During the term of this agreement neither party will be required to negotiate with respect to any matter covered by this agreement.
- It is agreed that matters that were not the subject of negotiation or covered by this agreement, but under the terms of Public Act 379 and of concern to both parties, shall be subject to professional negotiations between them (on occasion) during the period of this agreement upon the written request by either party to the other. It is further agreed, however, that by mutual written agreement any subject in this contract may be subject to negotiation.
- B. Not later than March 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teacher's salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any Agreement so negotiated will apply to all teachers in the bargaining unit and will be reduced to writing and signed by the Board and the Association.
- C. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will make available to the Association materials relating to budgetary proposals and all pertinent records of the Hazel Park School System at the written request of the Association which request shall specify the records desired. Official records will be made available at the offices of the Board and will not be removed from the Board's Offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.
- D. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. The Association recognizes that strikes (as defined by Section I of Public Act 336 of 1947, as amended by Public Act 379, State of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.
- F. In any negotiations between the Hazel Park Education Association and the Hazel Park Board of Education, neither party shall have any control over selection of the negotiating representatives of the other party; and each may select its representatives from within or outside the school district.
- It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the Board of Education and by a majority vote of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- G. 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 other lawful measures it may deem appropriate.

ARTICLE XI
SUPPORT OF TEACHERS IN PERFORMANCE OF DUTY

- A. The Board will continue to accept its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and when necessary will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Pupils who, after consultation with appropriate qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- C. The Board acknowledges that some children require special attention. Therefore, the Board agrees to continue to seek methods of expanding appropriate Programs to serve such children.
- D. Case of Alleged Assault and Battery:
1. Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his designated representative, who, with the teacher and Superintendent, shall determine a suitable punishment for the assaulting pupil(s).
 2. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
 3. In either case (pupil or non-pupil) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
 4. Whenever a teacher is absent from school as a result of personal injury sustained or suffers damages or destruction of clothing or property by assault arising out of and in the course of their employment, they will be reimbursed for all such cost and will be paid their full salary (less the amount of any workmen's compensation made to offset loss of salary due to said injury) for the period of such absence and no part of such absence will be charged to his annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or an equivalent position. Salary continuation shall extend however throughout the course of the related school year.
- E. In Case of Accident:
1. If as a result of an accident arising out of the course of employment and resulting in a workmen's compensable claim, a teacher is injured he shall be paid full salary (less the amount of any workmen's compensation benefits received to offset loss of salary due to said injury) for the period of such absence and no part of such absence shall be charged to his annual or accumulated sick leave. The Board may, at its option, request confirming medical doctor statements relative to the extent and duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or an equivalent position. Salary continuation benefits shall extend throughout the course of the related school year.
- F. During the term of this Agreement the Board will provide liability insurance protection for teachers in the amount of one million dollars (\$1,000,000.00). Cases involving corporal punishment are, however, specifically excluded from this coverage.
- G. Any complaints directed toward a teacher shall be promptly called to the attention of the teacher.
- H. 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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XII
PROFESSIONAL STUDY COMMITTEE

There is hereby established a Professional Study Committee composed of five (5) members, two (2) members selected by the Superintendent, and three (3) members selected by the Association. The Association shall designate the chairman. The Professional Study Committee may recommend changes in the district's educational program.

RECOMMENDED PROCEDURE:

A. Recommended changes may be made to the Committee by:

1. A teacher in the district
2. Superintendent
3. Curriculum Coordinator
4. Building Principals
5. Curriculum Committees
6. Professional Associations

B. Study Committee Responsibilities:

1. Receive recommended changes
2. Refer changes for study to appropriate committee if study is needed
3. Review recommended changes from committees
4. Submit written recommendations to the Superintendent who must take action not later than thirty (30) days after receiving the recommendation. The chairman or his designate may present his views before the Administrative Council.
5. Inform recommending group of action taken by the Superintendent and/or Board of Education.
6. Take action on all recommendations within thirty (30) days after receipt of the recommendations.

ARTICLE XIII
GRIEVANCE PROCEDURES

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. Complaints and grievances arising out of the working agreement shall be processed through the grievance procedure hereinafter set forth.
2. An "aggrieved person" is the person or persons making the complaint either individually or through the Association.
3. A "party in interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "Days" when used in this section shall, except when otherwise indicated, mean working school days.
5. The Association Grievance Committee shall hereinafter be referred to as the Professional Rights and Responsibility Committee.

B. General Principles:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. It shall be the firm policy of the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
3. Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Hazel Park Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure after the first level.
4. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
5. The failure of an aggrieved person to proceed in the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in the event new facts are obtained which were not previously known to him, but which, if they had been known may have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further: that in the event a decision has been rendered in a grievance and such decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at that level at which it had been terminated.
6. If, in the judgment of the Professional Rights and Responsibilities Committee of the Association, a grievance affects a group or class of teachers, the committee may process such a grievance in writing to the Superintendent directly; and the processing of such a grievance shall be commenced at Level Four.

ARTICLE XIII - GRIEVANCE PROCEDURE (Cont'd)

7. The failure of an administrator at any step to communicate his decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next step.
8. It shall be the general practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties. Provided, however: In the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during the regular working hours, any teacher engaged during the school day in negotiating in his own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including mediation, shall be released from regular duties without loss of salary.
9. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process. Provided however, in the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
10. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Professional Rights and Responsibilities Committee shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure. Instructions and sample forms shall be included in the teachers' handbooks.
11. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The placing by the Board of a non-tenure teacher on a third year of probation; or
 - b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act. (Act 4, Public Act, Extra Session, 1937, Michigan amended).
13. Response time conditions at any procedural level may be extended by mutual agreement.

Procedure:

1. Level One

A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally. A teacher having such a complaint is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problems no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him.

2. Level Two

In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his immediate supervisor or principal, the Superintendent and the Association in writing, on approved grievance forms. It is expected that such notice will be filed not later than three (3) days after the informal discussion required under Level One. Within three (3) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his decision relative to the grievance in writing, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the chairman of the Professional Rights and Responsibilities Committee.

ARTICLE XIII - GRIEVANCE PROCEDURE (Cont'd)

3. Level Three

If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within three (3) days after receipt of such decision. An Ad Hoc Committee, as designated by the Professional Rights and Responsibilities Committee, shall, within five (5) days, make a judgment on the merits of the grievance. If the Ad Hoc Committee decides the grievance lacks merit, it shall give written notification to the aggrieved person. As far as the Association is concerned, this matter is terminated, and the Association shall furnish such notice of its decision to the aggrieved person's principal or immediate supervisor. If the Ad Hoc Committee decides the grievance has merit, it shall promptly refer such grievance to the Superintendent of Schools.

4. Level Four

The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent and/or his designee will meet with the aggrieved person and the Ad Hoc Committee in an effort to resolve it. Within three (3) days after the meeting the Superintendent of Schools and/or his designee will issue in writing his answer to the aggrieved person and the Association. Witnesses may be presented at this Level.

5. Level Five

If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, he may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days after a decision by the Superintendent. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Five will, however, be rendered by the full Board at the next meeting.

6. Level Six

If the decision of the Board of Education is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within ten (10) days, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

8. The costs of any arbitration under this Article shall be shared equally by the Board of Education and the Association.

9. There shall be one (1) teachers' representative for each school building, selected by the Association, (or an alternate if the building representative is absent) who shall be designated the official representative of the Association for the teachers in that building.

An updated listing shall be submitted periodically to the Superintendent of Schools.

10. If an individual teacher uses the grievance procedure, including binding arbitration, without the assistance of the Association, he shall share the cost of binding arbitration with the Board.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. Teacher Evaluation

1. In evaluating the work of teachers the Board agrees to the following:
 - a. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - b. No polygraph or lie detector device shall be used in any investigation of any teacher.
 - c. Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the individual's school or at the central personnel office. A witness or advisor of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The review shall be made in the presence of the administrator or his representative responsible for the safe-keeping of these files. All file entries after July 1, 1968, which could be used against a teacher must be seen with the opportunity to sign by said teacher. Signature of said teacher does not necessarily mean agreement with file entry. Materials which will be identified but not shared in totality will include pre-employment credentials marked "confidential" from educational institutions.
 - d. All communications other than direct communications, including evaluations by Hazel Park administrators, commendations, and complaints directed toward a teacher which are included in the personnel file shall be called to the teacher's attention at the time of the inclusion and offered to said teacher for signature and qualification.
 - e. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal or his designee will hold a conference with the non-tenure teacher after each such evaluation.
 - f. Evaluation of teacher performance shall be in keeping with the provisions of the Michigan Teachers Tenure Act. An Association member may be present at all teacher evaluation conferences at the request of the teacher.
 - g. Any complaints regarding a teacher made to the Administration by any parents, student or other person which is considered in evaluating said teacher's performance will be promptly called to his or her attention.

B. Teacher Tenure Policy

1. Continuing Contracts:

All teachers who have been employed in the District for more than two (2) years and are given a continuing contract come under the terms of the State Tenure Act. Teachers may, however, be placed on an additional year of probation at the discretion of the Board.
2. Probationary Contracts:

New teachers hired into the System shall be considered probationary teachers without seniority for the first two (2) years. When teachers are placed on continuing tenure, they shall be entered on the seniority list as of the date they began their duties as a teacher. A teacher's rating shall not be affected by his or her sex, race, religion, marital status or dependents.
3. Coaching Teachers:

In order to make a probationer familiar with the policies and traditions of the Hazel Park School System, he should be assigned to a coach (a tenure teacher) by the principal in cooperation with the particular department in which said teacher is placed. The probationer coach and principal should meet from time to time to discuss any problems that may arise concerning the probationer.

ARTICLE XIV - MISCELLANEOUS PROVISIONS (Cont'd)

4. Reduction of Personnel:

In case of necessary reduction of personnel, if teachers are equally qualified in the opinion of the Board of Education, those with the shortest period of seniority shall be dismissed. The Board of Education shall keep records of qualified teachers dismissed because of necessary reduction of personnel. When a position becomes available such dismissed teacher shall have first consideration for the position for which they are certified and qualified. When two or more teachers are equally qualified in the opinion of the Board of Education, the one with the greatest period of former service in the School District shall be appointed.

5. Resignation:

In case a teacher who is on continuing tenure wishes to discontinue, without giving the sixty (60) days notice as required by the Tenure Act, then mutual consent shall be in writing.

6. Retirement of all certificated employees shall be compulsory at the age of 65 years. Persons will be permitted to complete the school year of their 65th birthday. The school year shall begin with the official opening of school.

C. Summer and Evening School Program

1. Teaching positions in the Hazel Park summer school and night school will be filled first by qualified teachers regularly employed in the Hazel Park School System.

2. Teacher employment in summer school, night school and driver education programs shall be based on the following factors and ranking of said factors:

a. Seniority within the program

b. Number of years qualified applications from Hazel Park School System have been on file.

c. If two or more teachers are equal in regard to letter b, then seniority within the elementary, junior high and high school levels will prevail.

3. Application by regularly employed teachers for summer school and night school will be filed with the Superintendent or his designate at least two (2) months prior to the beginning of classes, and such applications will be renewed by the teacher for each subsequent session.

4. Salary or hourly rates for summer and evening school teaching employment shall be determined by annual survey. This survey shall be conducted jointly by representatives appointed by the Association and the Board. Survey results shall serve as a basis for rate adjustments.

5. The provisions of this agreement will not apply to persons employed for summer school, driver education and night school positions only, except as otherwise specifically set forth herein.

D. In-Service Training, Conferences and Conventions:

1. The Board of Education shall encourage employees to actively participate in all professional meetings on local, state and national levels. They shall make an annual appropriation for in-service training which shall include in-service classes, conferences and conventions. Attendance of teachers to conferences shall be approved by the Board of Education. Attendance of special teachers to conferences shall be approved by the administrator assigned to the curricular area, within the budget limits set by the Board of Education.

2. Visitation to other schools or programs shall be considered as a conference.

E. The School Board agrees to provide transportation for classroom field trips of one day or less. At least one (1) school bus will be available at all times for this purpose.

F. Teacher Facilities:

1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.

2. Each school will have the following facilities:

a. An appropriately furnished room to be used for the exclusive use of the staff.

b. A cot should be provided for the exclusive use of teachers - One (1) cot - Elementary Schools; Two (2) cots - Junior and Senior High Schools.

c. Clean teacher rest rooms.

ARTICLE XIV - MISCELLANEOUS PROVISIONS (Cont'd)

G. Substitute Teachers:

1. The Board agrees to make an effort to maintain an adequate list of substitute teachers.
2. 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.
3. Substitute teachers shall be hired whenever the following special teachers are absent: Art, music, physical education, Spanish, and librarians.
4. Released time for teachers in the elementary schools shall be distributed as equally as possible.

H. Tutorial Services:

A tutorial list shall be developed each year by the Board of Education setting forth the names and qualifications of interested teachers. This list shall be made available to the public upon their request for tutorial aide or assistance.

I. Ethics:

1. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
2. Teachers agree not to exploit their professional relationship with their students nor knowingly permit any commercial exploitation of their professional position. On this basis, solicitation for the purpose of selling educational materials and/or services within the Hazel Park School District by Hazel Park teachers shall be considered improper.

J. Medical Examinations:

1. For the protection of children, the Board of Education shall require of each new employee a health report from the school physician or a physician authorized to practice medicine under the laws of the State.
2. The Board of Education may request a teacher to obtain a physical examination from a recognized hospital or clinic - such examination to be at the expense of the Board.
3. All new employees shall submit a report of a negative chest X-ray taken within the past six months. Thereafter, a chest X-ray shall be required at least annually.
 - a. Negative tuberculin test reports will be accepted in lieu of X-ray reports. It is recommended that these tests be obtained from the employee's private physician.
 - b. If the initial tuberculin test results is a positive reaction, it should not be repeated, and a chest X-ray must be obtained.
 - c. Any female employee in the first three or four months of pregnancy is advised to have her doctor's approval before having a chest X-ray.
 - d. Other exceptions may be considered upon the written recommendation of the employee's private physician.
4. An employee of the Board of Education who is off duty because of illness or injury for more than two (2) weeks may be required to present a statement of ableness to the principal upon his return to work. This statement shall be made out by a physician authorized to practice medicine under the laws of the State.

ARTICLE XIV - MISCELLANEOUS PROVISIONS (Cont'd)

K. Birth Certificates:

1. Every teacher upon employment shall be required to present a birth certificate or other legal evidence attesting to the date of birth which shall be recorded and made a part of the personnel file.

L. This agreement shall supersede any rules, regulations, practices, or policies of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

M. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

N. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found 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 in full force and effect.

O. It is agreed that a study committee of the Administration and the Association will be formed to recommend methods for giving teacher recognition awards. The Board and the Association will each appoint a member to this committee upon ratification of this contract. These two members may enlarge the committee.

P. The Joint Review Committee shall be made up of two (2) representatives each from the Association and the Administration.

Q. Teacher representatives to the Advisory Committee Council shall be paid the sum of \$500 annually.

A Joint Evaluation Committee meeting shall be convened during the month of March, 1971, to assess efforts and involvement to date. This committee shall include the High School Principal, three (3) teachers from the Advisory Committee, and two each from the Teacher/School Board Negotiation Teams.

Within seven (7) days after the Joint Evaluation Committee meeting, members of the Teacher/School Board Negotiation Teams shall meet to consider the economic equities involved. The adequacy of existent salaries as well as the justification of a possible increase or decrease shall be resolved by these representatives.

ARTICLE XV
FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization. The Association agrees that it will admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, or prior membership or past participation in the activities of any other employee organization.

ARTICLE XVI
DURATION OF CONTRACT

This Agreement entered into by and between the Board of Education of the City of Hazel Park, Michigan and the Hazel Park Education Association shall be effective as of September 1, 1970 and shall continue in full force and effect until August 31, 1971. On or before May 1, 1971, either side may give notice to the other of its desire to terminate, amend, or modify the Agreement by May 1, 1971 then the Agreement shall automatically be extended on the same terms for another year.

IN WITNESS WHEREOF the said parties have caused to be executed by their duly authorized officer as of the day and year first above written. Any notices required hereunder shall be sufficient if mailed:

To the Board:
c/o Superintendent of Schools
Hazel Park School System
23136 Hughes
Hazel Park, Michigan 48030.

To the Association:
Then-elected President of the
Hazel Park Education
Association at his residence.

IN WITNESS WHEREOF: The parties have hereto set their hands and seals this day and year first above written:

Executed at Hazel Park,
State of Michigan,

County of Oakland
Date June 10, 1970.

School District of the City of Hazel Park

By William C Hitchcock
President
Louise Dean
Secretary
Paul Langston
Negotiator
David M. Newbury
Negotiator
Wilfred Webb
Negotiator

Hazel Park Education Association

By James A. Dumont
President
Sidney J. Dickstein
Negotiator
Alben D. Warner
Negotiator
John W. Beal
Negotiator
James J. Jarama
Negotiator

A P P E N D I X A

SALARY SCHEDULES

and

OTHER BENEFITS

SALARY SCHEDULE

- A. A single salary schedule shall be maintained and no differential in salary shall be allowed because of sex, marriage, or dependents.
- B. Experience elsewhere will be recognized with one regular salary increment allowed for a maximum of five (5) years. Prior teaching experience in the Hazel Park School System will be recognized on the following basis:
1. Absence less than two years, full credit not to exceed the maximum set in the salary schedule.
 2. Absence more than two (2) years, a maximum of five (5) years will be allowed for all Hazel Park teaching experience.
 3. After an absence from the teaching profession of ten (10) years or more, a maximum of five (5) years experience will be allowed for all teaching experience both in and out of the Hazel Park System.
- In special cases the Board may, upon the recommendation of the Superintendent, grant credit on the salary schedule for additional years of experience.
- C. Only experience recognized by the Michigan Retirement Act shall be credited. Other experience directly related to the person's teaching responsibility not to exceed five (5) years may be recommended to the Board of Education by the Superintendent for credit on the salary schedule. All teachers now employed or previously employed by the Hazel Park Board of Education shall have their total service in the Armed Forces credited with one regular annual salary increment for each year provided they have served a minimum of one (1) year. New teachers employed shall be given one regular salary increment for service, provided they have served a minimum of one (1) year in the Armed Forces with honorable discharge.
- D. Teachers will be classified for the purpose of the salary schedule in April for the succeeding year, but if evidence that a teacher is entitled to an advance on the salary schedule is filed in the Superintendent's office by September 15th of the same school year, such teacher will be advanced to the new step on the salary schedule.
- E. A salary increment is added for blocks of fifteen semester hours (23 term hours) of graduate credit towards the master's degree and for each of these blocks of 15 semester hours (23 term hours) of graduate credit completed beyond the Masters degree after the Masters degree has been completed. A fourth increment beyond the Master's degree is allowed for completion of the Doctorate degree.
- Credit may be allowed in the first block of 15 semester hours beyond the Bachelors degree after provisional certification and in the first block of 15 semester hours beyond the Master's degree for undergraduate courses if approval has been received from the Superintendent of Schools prior to taking the courses. In this case the Master's Degree salary may be allowed for completion of 32 semester hours of credit in lieu of the Master's Degree for a maximum of three years during which time the Master's Degree must be completed. Otherwise placement on the salary schedule shall revert to that of the BA +15.
- F. A teacher who does not possess a Provisional Certificate or a Permanent Certificate issued by the Michigan State Board of Education, whether or not said teacher holds a degree, and for whom a Special Certificate must be issued, shall be classified on the salary schedule as a Non-Degree Teacher, except those teachers who shall be required to complete ten (10) semester hours or less to qualify for a Provisional or Permanent Certificate, in which case said teacher shall be classified on the salary schedule as a degree teacher.

Supplementary pay schedules are changed to read as follows:

COACHING SALARY SCHEDULE

(Percentages to be based on contractual salaries)

Senior High Coaches

| | |
|------------------------------------|-----|
| Head Football Coach | 11% |
| Head Basketball Coach | 11% |
| Head Baseball Coach | 9% |
| Head Wrestling Coach | 9% |
| Head Track Coach | 9% |
| Head Swimming Coach | 9% |
| Assistant Varsity Football Coaches | 9% |
| Reserve Football Coaches | 9% |
| Reserve Basketball Coach | 9% |
| Head Cross Country Coach | 9% |
| Reserve Baseball Coach | 7% |
| Cross Country Coach | 7% |
| Tennis Coach | 7% |
| Assistant Wrestling Coach | 7% |
| Assistant Track Coach | 7% |
| Assistant Swimming Coach | 7% |

Junior High Coaches

| | |
|---------------------------|----|
| Director | 7% |
| Freshman Basketball Coach | 7% |
| Freshman Track Coach | 7% |
| Freshman Football Coaches | 7% |
| Freshman Baseball Coaches | 7% |
| Football Coaches | 6% |
| Basketball Coaches | 6% |
| Swimming Coaches | 6% |
| Wrestling Coaches | 6% |
| Track Coaches | 6% |
| Baseball Coaches | 6% |
| Tennis Coaches | 6% |

In addition to the above schedule, football coaches who are requested to return one week early for football practice, receive \$75.00 additional.

SUPPLEMENTAL PAY SCHEDULE

(Percentages to be based on contractual salaries)

| Designation | Percentage |
|---|------------|
| Debate Coach | 6.5% |
| Drama Coach | 6.5% |
| Student Council Advisor - High School (2) | 3.5% |
| Student Council Advisor - Jr. High (1) | 2.5% |
| Senior Band Director | 8.0% |
| Junior Band Director | 4.0% |
| Senior Vocal Director | 5.0% |
| Junior Vocal Director | 3.5% |

SENIOR HIGH GIRLS' ATHLETIC PROGRAM:

| | |
|--|--|
| G. A. A. Cabinet | 0.75% for each season. |
| Intra-Mural Sports | 1.00% per sport. |
| Extra-Mural Sports (Three or more activities beyond related Intra-mural Sport). | 1.00% per sport. |
| Swan Club | 0.75% for fall and spring seasons and 3.0% allowed for the winter season. |
| Cheerleaders | 1.5% for fall season and 0.75% for each of the winter and spring seasons. |
| Vikettes | 2.0% for each of the fall and winter seasons and 0.75% for the spring season. (If the Vikettes are not given class time, the amount of remuneration for each season will be increased by 1.0%) |

Salary Distribution Formula for all activities listed above.

1. Add percentages listed.
2. Multiply combined percentages by B. A. maximum.
3. Distribute total at discretion of committee composed of the Principal, Athletic Director and the G. A. A. Cabinet Director.

JUNIOR HIGH GIRLS' ATHLETIC PROGRAM:

A total of \$250.00 per junior high girls' physical education teacher is to be appropriated for any or all extra curricular activities.

Payment may be made either to a physical education teacher or an approved substitute.

COMMUNITY SCHOOL AGENTS:

Add one (1) step to salary schedule plus extra compensation for summer employment, if employed.

SCHOOL PSYCHOLOGIST, DIAGNOSTICIAN AND SOCIAL WORKERS:

Add \$300.00 to salary schedule plus extra compensation for summer employment, if employed.

SUPPLEMENTAL PAY SCHEDULE (Cont'd)

COOPERATIVE TRAINING COORDINATOR:

Add one (1) step to salary schedule plus extra compensation for summer employment, if employed.

SPECIAL EDUCATION PERSONNEL:

Teachers classified as Special Education teachers by the State for which Special Education reimbursement is received shall receive \$200.00 above the regular teacher's salary schedule.

ELEMENTARY SAFETY PATROL AND SERVICE SQUAD SPONSORS:

Each teacher so assigned shall receive an amount of \$100.00.

ADVISORY COMMITTEE COUNCIL:

Teacher representatives to the Advisory Committee Council shall be paid the sum of \$500 00 annually.

EXTRA CONTRACTUAL ASSIGNMENTS:

Activities included:

- * Adult Education Credit Courses
- Driver Education
- Summer School Classes
- Vocational Training

Hourly rates for the above assignments shall be based upon years of service in the specifically related course and program.

| | |
|---------------------------|-----------------|
| First year of Experience | \$6.50 per hour |
| Second year of Experience | \$7.00 per hour |
| Third year of Experience | \$7.50 per hour |

*A 50 cents per hour premium shall be paid for accredited night school classes.

Use of Personal Automobile

10 cents per mile shall be reimbursed for authorized driving.

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
TEACHER'S SALARY SCHEDULE 1970-71

| | BA | BA+15 | MA | MA+15 | MA+30 | MA+45 | DR | ND |
|------|--------|--------|--------|--------|--------|--------|--------|--------|
| Base | 8,000 | 8,400 | 8,800 | 9,150 | 9,500 | 9,850 | 10,200 | 7,400 |
| 0.5 | 8,289 | 8,711 | 9,133 | 9,483 | 9,833 | 10,183 | 10,533 | 7,575 |
| 1 | 8,578 | 9,022 | 9,467 | 9,817 | 10,167 | 10,517 | 10,867 | 7,750 |
| 1.5 | 8,867 | 9,333 | 9,800 | 10,150 | 10,500 | 10,850 | 11,200 | 7,925 |
| 2 | 9,156 | 9,644 | 10,133 | 10,483 | 10,833 | 11,183 | 11,533 | 8,100 |
| 2.5 | 9,444 | 9,956 | 10,467 | 10,817 | 11,167 | 11,517 | 11,867 | 8,275 |
| 3 | 9,733 | 10,267 | 10,800 | 11,150 | 11,500 | 11,850 | 12,200 | 8,450 |
| 3.5 | 10,022 | 10,578 | 11,133 | 11,483 | 11,833 | 12,183 | 12,533 | 8,625 |
| 4 | 10,311 | 10,889 | 11,467 | 11,817 | 12,167 | 12,517 | 12,867 | 8,800 |
| 4.5 | 10,600 | 11,200 | 11,800 | 12,150 | 12,500 | 12,850 | 13,200 | 8,975 |
| 5 | 10,889 | 11,511 | 12,133 | 12,483 | 12,833 | 13,183 | 13,533 | 9,150 |
| 5.5 | 11,178 | 11,822 | 12,467 | 12,817 | 13,167 | 13,517 | 13,867 | 9,325 |
| 6 | 11,467 | 12,133 | 12,800 | 13,150 | 13,500 | 13,850 | 14,200 | 9,500 |
| 6.5 | 11,756 | 12,444 | 13,133 | 13,483 | 13,833 | 14,183 | 14,533 | 9,675 |
| 7 | 12,044 | 12,756 | 13,467 | 13,817 | 14,167 | 14,517 | 14,867 | 9,850 |
| 7.5 | 12,333 | 13,067 | 13,800 | 14,152 | 14,502 | 14,852 | 15,202 | 10,025 |
| 8 | 12,622 | 13,378 | 14,133 | 14,483 | 14,833 | 15,183 | 15,533 | 10,200 |
| 8.5 | 12,911 | 13,689 | 14,467 | 14,817 | 15,167 | 15,517 | 15,867 | |
| 9 | 13,200 | 14,000 | 14,800 | 15,150 | 15,500 | 15,850 | 16,200 | |

Vertical: Equal Increments

Horizontal: \$400 each column from BA to MA
\$350 each column from MA+15 to Doctorate

Non-Degree: \$600 below BA Minimum
\$350 Annual Increment, Eight Steps

INSURANCE BENEFITS

Health Insurance:

Blue Cross - Full Family/Master Medical

Hospitalization benefits shall not apply to more than 1 member of a family.

| | |
|---|------------|
| Life Insurance: | \$8,500.00 |
| Accidental Death-Dismemberment: | \$8,500.00 |
| Conversion privilege without medical examination. | |
| Premium Disability Clause. | |

| | |
|----------------------|----------|
| Long Term Disability | |
| Waiting Period | 180 days |
| Benefit Percentage | 60% |

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