

Highland Park

Union 7/1/67
66-67

A G R E E M E N T

MEA
1216 KENDALE
E. Lansing, MI. 48823

THIS AGREEMENT is made this _____ day of _____, 1966, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK (hereinafter called the "Board") and the HIGHLAND PARK FEDERATION OF TEACHERS, AFT-AFL-CIO (hereinafter referred to as the "Union").

I. RECOGNITION

A. The Board recognizes the Union as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows:

All certified teachers, all college instructors, nurses, counsellors, department chairmen, psychological diagnosticians, special education teachers, system-wide department supervisors, assigned substitute teachers and nurses, and certified classroom teachers in the pupil adjustment program; excluding:

Superintendent; Deputy Superintendent; Assistant to Superintendent for Business; Assistant to Superintendent for Curriculum; Assistant to Superintendent-Dean of College; Assistant to Superintendent-High School Principal; Elementary Principals (large school); Director of Student Services, College; Middle School Principals; Director of Vocational and Continuing Education; Director of Personnel and Community Relations; Elementary School Principals (small school); Psychological Assistant; Director of Occupational Education; High School Assistant Principal; Director of Student Affairs, College; Supervisor of Extended Day Schedule, College; Director of Instructional Materials Center; College Administrative Assistant-Admissions Officer; College Administrative Assistant-Registrar; Adult Education Coordinator; Elementary School Assistant Principals; Middle School Assistant Principals; daily substitute teachers and nurses; adult education teachers and college instructors not on full time teacher contract; business assistants and community school coordinators; all personnel of pupil adjustment program project except regular certificated classroom teachers.

Highland Park Bd. of Ed.

I. RECOGNITION (continued)

This Agreement has no application to any employees outside the bargaining unit.

- B. Teachers have the right to join any teacher organization but membership in a teacher organization shall not be required as a condition of employment.
- C. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.
- D. The Board shall make available to the Union upon its reasonable request such statistics or financial information, in the possession of the Board and not readily available at that time to the Union from other sources, as are necessary for negotiation of collective bargaining agreements succeeding this Agreement. It is understood that this shall not be construed to require the Board to compile information or statistics not already compiled.
- E. The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount of monthly Union dues. Such deductions will continue year-to-year automatically in the absence of written notice of withdrawal by the individual. The Union shall be promptly notified of all such withdrawals.
- F. The Union shall have separate bulletin board space in each school.
- G. School rooms may be used for Union meetings after class hours, provided that (a) such meetings occur during the regular shift hours of the custodian for the building in question, (b) request is made to the Principal not less than three school days in advance, and (c) there is no conflict with other activities. The Principal shall advise the Union within one school day after the request as to whether a room is available.
- H. Upon request the Superintendent will meet informally with the officers of the Union on matters relating to the implementation of this Agreement, and the Principal of each school will meet informally with the Union building representative on matters relating to the implementation of the Agreement. Such meetings will not exceed one per month with the Superintendent and one per month with each Principal except by mutual agreement.

II. ECONOMIC ITEMS

A. Salaries for the school year July 1, 1966 - July 1, 1967 will be determined by the parties as soon as all relevant figures are known. Funds available for salaries and other benefits for the 1966-1967 school year will be present payroll schedule funds (including funds of \$75,800 used for "Teacher Progress Plan" increments) plus \$107,000.00, plus additional amounts contingent on an increased state aid formula and the amount of the School District's net tax loss, such additional amounts, if any, to be determined and distributed as follows:

1. The School District's additional state aid will be determined by computing the 1966-67 state aid provisions applied to the 1966 state equalized valuation and the 4th Friday enrollment less the 1965-66 state aid provisions applied to the 1966 state equalized valuation and the 4th Friday enrollment of 1966. It shall include any increased or new state aid for programs as they existed in Highland Park in 1965-66.

2. The School District's net tax loss will be the difference between the 1965 total state equalized valuation of the Highland Park School District times the school operational millage in effect in 1965-66 and the 1966 total state equalized valuation of the Highland Park School District times the school operational millage in effect in 1966-67 (but not a rate lower than 1965-66) plus any state reimbursement of property tax exemptions for senior citizen property owners or renters or other similar reimbursements (if not included on the tax rolls) plus the difference of the products of the 1965-66 school aid formula applied to the 1965 state equalized valuation and the 1966 state equalized valuation and the 4th Friday enrollment of 1965.

3. Additional state aid as determined in item 1 above (if any) will be distributed as follows, and in the following order, to the extent permitted by the amount of such additional state aid:

(a) One-half (1/2) of the District's net tax loss, as determined in item 2 above, to the general fund for use as determined by the Board.

(b) Forty Thousand Dollars (\$40,000.00) for teacher salaries or other benefits.

(c) Second one-half (1/2) of the District's net tax loss, as determined in item 2 above, to the general fund for use as determined by the Board.

(d) Forty-six Thousand Dollars (\$46,000.00) for teacher salaries or other benefits.

II. ECONOMIC ITEMS (continued)

(e) Balance to the general fund for use as determined by the Board.

B.* The present "Teacher Progress Plan" will terminate as of June 30, 1966. Beginning July 1, 1966, each teacher will be required to take at least two courses at an accredited institution in his major or minor field, in the behavioral sciences, in teaching methods, or in any other field approved by the Personnel Director, in each five-year period beginning with July 1, 1966. A teacher who fails to comply with this requirement will be reduced in salary by one increment. Such reduction will remain in effect until the beginning of the school year following the school year in which the teacher fulfills the course work requirements specified above. A teacher will be exempt from the requirements of this section upon completion of all of his credit work toward a Doctorate not including the dissertation requirement.

C. The present sick leave policy will be continued in effect for the duration of this Contract.

D. Any teacher called for jury duty will cooperate fully with the administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the Jury Commission requires the teacher to serve during the school year, the teacher will be paid the difference between jury pay and his regular salary.

E. Tutors for home-bound students will be paid at the rate of Six Dollars (\$6.00) per hour.

F. Effective July 1, 1966 (but not retroactively effective for teachers presently employed), experience credit on the salary schedule will be granted as follows:

1. Teaching experience in other systems - maximum of six years.
2. Peace Corps teaching - full credit
3. Exchange teaching - full credit
4. Sabbatical Leave - full credit

- - - - -
* For a trade and industry teacher, 160 hours of work in industry related to major teaching assignment may be substituted for one-half the course work required in II-B of this contract.

II. ECONOMIC ITEMS (continued)

5. Military service after certification as teacher - maximum of two years.

6. If a teacher who has left the system returns within five years, he or she will be credited with all prior service within and outside the system.

C.* Classification of Trade and Industry Teachers for Placement on Salary Schedule.

*Equivalents of any of the following requirements may be arranged by prior agreement between the teacher and the Superintendent of Schools or the Superintendent's designee.

Classification: Bachelor's Degree Salary Schedule

Trade and Industry teacher with bachelor's degree and/or qualified for State Special Vocational Certificate.

Classification: Bachelor's Degree Salary Schedule plus allowance for three (3) years of experience

Trade and Industry teacher with bachelor's degree, plus a minimum of three (3) years of experience in industry related to major teaching assignment.

Classification: Master's Degree Salary Schedule

Trade and Industry teacher with master's degree with major in Trade and Industry Education and a State Provisional Vocational Certificate.

Classification: Master's Degree Salary Schedule plus allowance for six (6) years of experience

Trade and Industry teacher with a bachelor's degree, plus 12 semester hours in Trade and Industry Education beyond the bachelor's degree, plus a minimum of six (6) years of experience in industry related to major teaching assignment.

Or

II. ECONOMIC ITEMS (continued)

Trade and Industry teacher with bachelor's degree, plus 12 semester hours in Trade and Industry Education beyond the bachelor's degree, plus six (6) years of teaching, and 640 hours of work in industry related to major teaching assignment to have been completed concurrently with the teaching requirement.

Classification: Master's Degree plus 30 Semester Hours
Salary Schedule

Trade and Industry teacher with a master's degree plus 30 semester hours with major in Trade and Industry Education and a State Permanent Vocational Certificate.

Classification: Master's Degree plus 30 Semester Hours
Salary Schedule plus allowance for six (6)
years of experience

Trade and Industry teacher with a master's degree, plus 8 semester hours in Trade and Industry Education beyond the master's degree, plus a minimum of nine (9) years of experience in industry related to the major teaching assignment.

Or

Trade and Industry teacher with a master's degree plus 8 semester hours in Trade and Industry Education, plus nine (9) years of teaching experience and 960 hours of work in industry related to major teaching assignment to have been completed concurrently with teaching requirement.

Classification: Doctor's Degree Salary Schedule

Trade and Industry teacher with a doctor's degree in Trade and Industry only.

H. Salaries for teaching of academic courses in summer school and night school will be as follows:

1. Community College - Ten per cent (10%) of master's degree base salary for each three credit hour course. The salary shall be prorated for courses of more or less than three credit hours.

II. ECONOMIC ITEMS (continued)

2. High School - Six per cent (6%) of bachelor's degree base salary for each course unless the teacher has master's or higher degree, in which latter case salary will be six per cent (6%) of master's degree base salary.

3. No person hired to teach in the summer school or night school programs shall receive a compensation greater than that paid to any teacher having equal experience and qualifications already employed by the Board.

I. Present increments for counsellors, department chairmen, psychological diagnosticians, special education teachers, and system-wide supervisors shall continue in effect for the duration of this contract.

J. Pro-Ration of Substitutes Salary

It is the procedure of the school board to utilize substitute teachers in the event of absences of classroom teachers and every effort will be made to secure substitutes for such absent teachers. In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he does not have teaching duties he shall receive, in addition to his regular salary, a pro rata share of the substitute pay for such period. It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teachers may voluntarily assist the building administrator during a period in which he has no teaching duty. In such circumstances the teacher will not be paid for such assistance.

III. GENERAL

A. Assignment Procedures:

1. Any teacher who desires a transfer or re-assignment may at any time file a written request with the Personnel Director. Such request will be effective for the balance of the school year in which filed and for all of the ensuing school year. The Personnel Director will keep such request on file and give such request due consideration whenever the requested assignment may become available. Present employees who have requested transfer or re-assignment in this manner will be given consideration before new employees. Any specific vacancy not filled by transfer or re-assignment of existing personnel will be posted at the administration building at least five school days before any new employee is hired to fill such vacancy. Decisions denying requested transfers or re-assignments will be communicated in writing to all persons involved.

2. When recruiting schedules are established and anticipated personnel needs are known, the Personnel Director will post the list of anticipated personnel needs in all school offices at the same time that placement bureaus in the various colleges and universities are notified of the expected personnel needs of the School District.

3. Teachers will be notified of assignments for the coming year prior to the end of the current school year whenever possible. It is recognized that change in circumstances may require change in assignments.

4. Each teacher shall have the equivalent of at least five forty-minute preparation periods per week. The Union recognizes that minor variations from this principle may be unavoidable at times.

5. Each teacher shall have a duty-free lunch period except in occasional emergencies when no other arrangements can be made.

6. Each teacher shall be provided an individual filing cabinet and assigned desk space.

7. High School teachers shall not be assigned to subject areas outside their major or minor certification without their consent.

8. In case of any vacancy in a position above the classroom level, an appropriate Notice of Vacancy and a complete job description will be posted for the attention of all personnel. Persons who believe they possess the qualifications to fill the vacant position may apply in writing to the Personnel Director, and will receive due consideration in the filling of the

III. GENERAL (continued)

vacancy. When the Superintendent has decided who is to be recommended for appointment to the position, he shall notify the person within thirty days after the screening committee has completed its work, and shall indicate that appointment to the position is without tenure.

Vacancies of a temporary nature occasioned by prolonged disability or illness of the person regularly assigned shall be filled as quickly as possible by temporary appointment of a person to an "acting" status until the need no longer exists.

9. All extra-curricular positions with extra remuneration will be posted annually in the same manner as other vacancies. Any vacancy in such extra-curricular positions occurring during the school year will be posted at the administration building at least five school days before such position shall be filled.

10. Vacancies occurring during the summer shall be posted in the administration building.

B. Teacher-Pupil Ratio (K-12)

The Board agrees to exert every effort, consistent with available funds and facilities, to maintain a ratio of 45 teachers for each 1,000 students in the K-12 grades. It is agreed that the teacher-student ratio will not be decreased below this point without prior consultation with the Union.

C. Department Chairmen

Chairmanship of each department will be reviewed by the Board in May of the school year in which the incumbent completes two school years of service as department chairman. In the preceding April, all teachers in the department may file with the Principal or Dean their written recommendations for the chairmanship of their department, and such recommendations will be given full consideration.

In the event a department chairmanship becomes vacant (by Board action or otherwise) before the incumbent has served two school years, the above procedure will be followed as soon as the vacancy occurs.

III. GENERAL (continued)

D. Discipline Procedures

1. The teacher has responsibility for maintaining classroom control.
2. The school administrator has responsibility for supporting teachers in maintaining appropriate pupil behavior. If appropriate discipline cannot be maintained by the teacher and the Principal then the problem may be referred to the Superintendent for study and action.
3. Upon supportive evidence, submitted by the teacher to the Principal, that a pupil is not responding positively to their collective measures then a conference shall be held, including:
 - (a) Teacher
 - (b) Principal
 - (c) Parent, if appropriate
 - (d) Pupil Services Staff Member, if appropriate.
4. After such a conference, a child may be removed from the classroom by the Principal.
5. In case of extreme emergency the teacher may remove the child immediately from the classroom and send him to the appropriate administrator's office, if the teacher believes this action is necessary for the benefit of the pupil and/or the class. The teacher shall confer, as soon as possible, with the Principal to provide the necessary information regarding the problem. The teacher shall provide the Principal with a written statement of the problem before going home that day.

The pupil will be re-admitted to the class after a plan designed to correct the problem has been recommended. The recommendation will be made at a conference including the teacher, Principal, parent (if appropriate) and Pupil Services Staff (if appropriate).

III. GENERAL (continued)

E. Non-classroom Activities (K-12)

1. It is understood that the teacher's concerns for the children and the school system are not confined to the classroom and preparation for class sessions, but extend to all school-related activities which contribute to the child's educational growth. The Board agrees that required non-classroom duties will be assigned on an equitable basis and that the teachers involved will be consulted in planning and their preferences observed wherever possible consistent with a meaningful program. No teacher will be required to take tickets or perform supervisory functions at after-school athletic or musical events, dances or plays more than two times in any school year. If semi-annual or annual Parent-Teacher conferences are scheduled outside of class hours, released time will be granted.

The Board and the Union agree that interpretation of the school system to the community in general and to parents in particular is vital to the success of the school program in Highland Park, and that PTA meetings are an important aspect of this interpretive process. Attendance at PTA meetings is a matter for the professional judgment of the individual teacher, but the Union agrees to join with the Board in urging PTA attendance by all teachers. It is understood that attendance at a PTA "Open House" function is required unless the teacher is excused by the Principal.

2. Minor revisions of existing curriculum are recognized as part of the teacher's continuing responsibilities. Work on major curriculum revisions or development of new curriculums in new avenues of study will be compensated on the basis of released time for such activity or extra pay for work performed on weekends or during vacations.

F. Health and Safety

1. The cost of the required annual medical examination and chest x-ray and/or Mantoux test will be borne by the Board if a Board-designated physician is used.

2. Teacher's lounges shall be clean and every effort shall be exerted to make such lounges as comfortable and attractive as possible.

3. There shall be teacher restroom and lunchroom facilities available in each building.

4. Wherever possible, adequate parking near the school of employment shall be provided for all teachers.

III. GENERAL (continued)

G. Instructional Matters

1. The Board recognizes fully that the knowledge, training, experience, abilities and talents of the teaching staff are its most important resource in planning and carrying out the school program in Highland Park, and declares that its procedures shall include teacher involvement in curriculum development, selection of textbooks, materials and supplies, planning of facilities and special education programs. The Union, on its part, recognizes that ultimate decision in all such matters rests with the Board and its designated administrators.

It is agreed that when the Board and/or administration establishes any committee which includes teachers, such teachers will participate actively in the committee's functioning and if the administration makes a final decision contrary to the recommendation of the majority of the committee, the administration will advise the committee in writing of the reasons for its decision. In any case where the Superintendent recommends action to the Board on a matter which has been the subject of a report by a committee including teachers, the Superintendent will furnish the Board with copies of the report of the committee, including the minority report if there be any.

It is also agreed that the Union will be given timely opportunity, before appointments are made, to make recommendations for teacher members of any committee which includes teachers on curriculum development, selection of text books and materials and supplies, planning of facilities and special education programs, and such recommendations will be given full consideration.

2. Upon recommendation by the Principal and approval by the Personnel Director or the Superintendent, one visiting day per school year for the purpose of improving professional techniques or instruction shall be granted to any member of the professional staff. No deduction of pay or charge against any current leave allowance shall be made for such visiting day. Current practice on reimbursement for travel and other expenses will be continued.

3. Upon recommendation by the Principal and approval by the Personnel Director or the Superintendent, reasonable released time for the purpose of attending educational workshops dealing with teaching methods or curriculum development may be granted to any member of the professional

III. GENERAL (continued)

staff. No deduction in pay or charge against any current leave allowance shall be made for such released time. Current practice on reimbursement for travel and other expenses will be continued.

4. The Board will provide an art room at each Middle School if space is available.

H. Leaves of Absence

1. It is understood that travel is included among the authorized purposes of Sabbatical leave where such travel meets all other requirements for Sabbatical Leave.

2. Personal Business Leave:

(a) A staff member may be allowed absences with pay, totaling not more than five days within each school year, for personal or private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours.

(b) Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three school days prior to or following a vacation period.

(c) All requests for personal business leave shall be in writing, shall state the circumstances, and shall be initiated with the unit administrator (Principal or Dean). Except in cases where extreme emergency circumstances prevent, approval of a teacher's request for personal business leave must be obtained from the unit administrator and the Personnel Director in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the teacher shall have a right to appeal directly to the Personnel Director and/or Superintendent for final approval or disapproval.

(d) In unusual cases involving particularly private or confidential circumstances, the unit administrator and Personnel Director may act on the basis of a verbal rather than a written statement of the circumstances. However, the request for personal business leave shall be in writing.

III. GENERAL (continued)

(e) Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence.

3. Leave, with pay, for not more than five days within each school year, may be allowed for illness or death in an employee's immediate family. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Immediate family includes wife (or husband), children, father, mother, brother, sister, father-in-law and mother-in-law of the employee. The Superintendent may extend this definition upon application for such extension in unusual cases.

4. The present sick leave policy will be continued.

5. Leave to Teach in Foreign Country:

(a) Any teacher who has been employed by the Board for a minimum period of three consecutive years may, on written request, be allowed a leave, without pay, for the purpose of teaching in a foreign country, provided an adequate replacement can be found. Such leave may be for one semester or for a maximum of one school year at the recommendation of the Superintendent and approval by the Board of Education. Applications must be submitted to the Personnel Director by May 1 for leaves beginning the first semester and by December 1 for leaves beginning the second semester. Such leaves will be counted as credit towards steps on the salary schedule. No more than three such leaves may be in effect at any one time. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extension shall not be subject to the grievance procedure.

(b) If, at the expiration of such leave, the teacher wishes to resume employment with the School District, it shall be his responsibility to initiate a request to the Personnel Director on or before May 1 of the leave year for resumption of employment at the beginning of the fall semester and on or before December 1 of the leave semester for resumption of employment at the beginning of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District. A teacher who returns from such a leave will not necessarily receive the same assignment he or she performed prior to the leave.

III. GENERAL (continued)

6. Leave to Serve Teacher Organization:

(a) Any teacher who has been employed by the Board for a minimum period of three consecutive years may, on written request, be allowed a leave, without pay, for the purpose of serving as a full-time officer or employee of a teacher organization at the local, state or national level, provided an adequate replacement can be found. Such leave may be for one semester or for a maximum of one school year. Applications must be submitted by May 1 for leaves beginning the first semester and by December 1 for leaves beginning the second semester. No more than four such leaves may be in effect at any one time, and no more than two such leaves may be in effect for any teacher organization in any one year. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extension shall not be subject to the grievance procedure.

(b) If, at the expiration of such leave, the teacher wishes to resume employment with the School District, it shall be his responsibility to initiate a request to the Personnel Director on or before May 1 of the leave year for resumption of employment at the beginning of the fall semester and on or before December 1 of the leave semester for resumption of employment at the beginning of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District. Upon return, the teacher shall be placed on the salary schedule step for which he was eligible when he left for said leave.

I. Libraries

1. No library shall be staffed by other than a certified librarian where there is a certified librarian available.

2. Each K-12 librarian will have a daily schedule comparable to those of other teachers in the school to which he or she is assigned. There shall be no change from the present library schedule of the College librarian without prior consultation with the librarian and the Union.

III. GENERAL (continued)

J. Instrumental Music

The number of schools to which each instrumental music teacher shall be assigned during each school term shall be equalized to the extent possible.

Instrumental music teachers shall be paid an increment of Three Hundred Dollars (\$300.00) per year, except that those instrumental music teachers with major middle school responsibilities shall be paid an additional Two Hundred Dollars (\$200.00) per year, and that those with major high school responsibilities shall be paid an additional Three Hundred Dollars (\$300.00) per year. It is understood that this increment is paid for the teacher's service (which he is required to perform) in connection with special instrumental music events, including but not limited to winter concert, spring concert, solo and ensemble festivals of the School Band and Orchestra Association, band and orchestra festivals of the School Band and Orchestra Association, community activities cosponsored by the School District, and planning committees for any of the foregoing.

K. Teacher Files

Each teacher shall be shown and shall sign all personal Experience Reports or other evaluations of the teacher's professional performance made by his supervisor. The teacher shall have the right to file an answer to any such material, which shall be attached to or kept in the same file with such material. Any such material may be examined by the teacher upon reasonable request. Each teacher may add any professional evaluations to his file as he chooses.

No non-confidential material shall be placed in a teacher's file unless the teacher is shown such material and given the right to file an answer thereto, which shall be attached to or kept in the same file with such material. Confidential material to which the teacher shall have no access is limited to material from recognized educational institutions which the institution requires being kept confidential. At the teacher's request, and at his expense, the Board will reproduce any non-confidential material in his file. No letters from parents will be placed in a teacher's file.

IV. COMMUNITY COLLEGE

A. Registration Procedures:

1. Every effort will continue to be made to handle strictly clerical aspects of registration for the fall and winter semesters with non-teaching personnel.

2. Teachers will not be required to handle clerical aspects of summer school registration and will not be required to perform counseling services in connection with summer school registration.

B. Separation of College from School System

The Board agrees to use its best efforts to protect the interests of Highland Park Community College teachers in the event a Wayne County Community College District is approved by the voters.

C. Teachers will have clean, comfortable offices.

D. There shall be a minimum of five school days between the end of the mid-term examination period and the date when mid-term grades are due.

E. Assignment Procedures

Prior to assignment, department chairman shall consult with the individual teacher regarding his preferences as to courses assigned to him and hours of the day that he will teach his courses. The department chairman shall take into consideration the professional qualifications including experience and training of the department member when recommending assignments. In the event that two or more department members request to teach the same course and have substantially equal qualifications for the teaching of this course, assignment shall be rotated between or among the two or more department members who made such original request.

F. Staff - Student Ratio

The Board agrees to exert every effort, consistent with available funds and facilities, to maintain the present ratio of the professional teaching and counselling staff in the Community College to the number of equated full-time students in the Community College. There are as of the date of this contract 83 members of the teaching and counselling staff and 2338 equated full-time students. It is agreed that the teacher-equated full-time student ratio will not be decreased below the present ratio without prior consultation with the Union.

IV. COMMUNITY COLLEGE (continued)

G. Non-classroom Activities

The Board agrees that required non-classroom duties will be assigned on an equitable basis and that the teachers involved will be consulted in planning and their preferences observed wherever possible consistent with a meaningful program. No teacher will be required to take tickets or perform supervisory functions at non-classroom activities, such as athletic or musical events, dances or plays, more than two times in any school year.

H. Procedures for employment of Community College night school staff shall be the same as those set forth in Section V-B of this Agreement concerning Community College summer school, with the phrase "night school" substituted for the phrase "summer session" as appropriate, and the date "May 15" (in paragraph V-B-3) changed to "July 1 for first semester classes and December 15 for second semester classes."

V. SUMMER SCHOOL

A. The teacher's choice of school and/or subjects will be given consideration whenever possible.

B. Procedures for employing Community College summer session staff shall be as follows:

1. The Personnel Director will recommend the personnel to be employed in the Community College summer session to the Superintendent who will, in turn, recommend the approval of said personnel to the Board of Education.

2. Personnel to be recommended for employment in the summer session will be selected in the following manner:

(a) After the courses to be offered during the summer session have been determined, the department chairman will canvass the department for those teachers who will be available for summer school teaching.

(b) The department chairman will establish a list of available personnel who are best qualified in terms of experience and training, and recommend their employment as members of the summer school faculty to the Dean of the College.

(c) The Dean of the College will recommend the employment of qualified personnel to the Personnel Director.

(d) The following criteria will apply in the employment of personnel for the summer session:

(1) Those teachers who are regular members of the Community College instructional staff will be given first consideration.

(2) If two or more regular staff members are equally qualified for the same subject area, the assignments will be rotated annually; provided, however, that preference will be given classroom teachers who have taught in the system for two years and who are currently teaching the subject.

(3) Need for employment will not be considered to be of primary importance.

V. SUMMER SCHOOL (continued)

(4) Availability throughout the entire summer session will be considered to be of primary importance.

(5) After the above considerations have been met, qualified School District personnel, qualified retirees from the Community College staff, and qualified personnel from outside the School District, will be considered in the order listed.

3. Personnel who are selected for summer employment will be notified by May 15. This will be a written notification from the Personnel Director and will state:

(a) The dates of the summer session during which personnel will be expected to be available.

(b) The schedule of classes to be taught. (Administrative requirements may necessitate some adjustments in individual assignments during and after registration for the summer session.)

(c) The rate of compensation.

(d) Summer school employment which is tentative and must be conditioned on class enrollments shall be so noted at the time the notice is issued.

4. Promptly after receiving the above notification, the teacher involved will advise the Personnel Director whether he or she will be available for the position.

C. Procedures for employing K-12 summer session staff shall be as follows:

1. Applications will be filed in the office of the Personnel Director.

2. It is understood that employment to teach in the summer session is wholly dependent upon the need for teachers as indicated by the actual enrollment. No commitments can be made until actual need is determined.

3. A list of available and qualified applicants will be prepared by the Personnel Director and submitted by him to the Superintendent.

4. The Superintendent will submit the list of names to the Board of Education for approval at its May meeting.

V. SUMMER SCHOOL (continued)

5. Tentative appointment of teachers should be made on the first day of the summer session. Final appointment will be made by the Director of the summer session on Friday immediately following the opening of the summer session.

6. The following criteria will apply in the employment of personnel for the summer session:

(a) Those Highland Park teachers whose regular basic teaching assignment or preparation is in the subject area or grade level for which appointments are being made will receive first consideration. Elementary teachers should teach elementary subjects, middle school teachers should teach middle school subjects, and senior high teachers should teach senior high subjects.

(b) Appointments to summer school teaching positions will be made in terms of those special requirements unique to the summer program.

(c) Each elementary and junior high Principal and each senior high unit administrator will establish a priority list by grade level or subject area of those in their respective units who have applied for summer school employment. Wherever possible this priority listing will be observed by the Personnel Director. The following criteria for establishing these priority lists should be considered:

(1) Teaching background and training required for the unique program found in the summer session.

(2) An annual rotation plan will be followed if there are two or more applicants for the same position with equal experience, background and training.

(3) Need for employment will not be considered to be of primary importance.

(4) Availability throughout the entire summer session will be considered to be of primary importance.

(d) Whenever possible personnel will be selected from all schools involved.

VI. GRIEVANCE PROCEDURE

A. A grievance is a complaint by a bargaining unit employee, or by the Union in its own behalf, concerning (1) any alleged violation of this Agreement; (2) any alleged violation of the written Conditions of Employment established by the Board from time to time; or (3) any disciplinary action.

B. All grievances shall be handled by the following procedure:

STEP 1 - The teacher shall first discuss the grievance with the Principal, either individually or accompanied by a Union representative, in an attempt to resolve the grievance informally.

STEP 2 - If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance, and shall be signed by the teacher or Union representative and presented to the Principal within fifteen school days following the act or condition which is the basis of the grievance. The written grievance may be presented to and discussed with the Principal either (a) by the teacher alone, or (b) by the teacher accompanied by a Union representative, or (c) by a Union representative in the name of the Union.

Within ten school days after receiving the written grievance, the Principal shall communicate his decision in writing to the person or persons who presented the grievance, and to the Union if the grievance was presented by the teacher alone.

STEP 3 - Within ten school days after the delivery of the Principal's decision, the grievance may be appealed to the Superintendent, or his designee, by the person or persons who presented the grievance at Step 2, or by the Union if the grievance was presented by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2.

Within ten school days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 3, and to the

VI. GRIEVANCE PROCEDURE (continued)

Union if the grievance was presented at Step 3 by the teacher alone. As part of his investigation, the Superintendent or his designee shall give an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 3 by the teacher alone), to the President of the Union or his designee.

- STEP 4 - Within ten school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 3, or by the Union if the grievance was presented at Step 3 by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within twenty school days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 4 by the teacher alone), to the Union. The Board shall deliver its decision in writing, together with the supporting reasons, within ten school days after the hearing, to the person or persons who presented the grievance at Step 4, and to the Union if the grievance was presented at Step 4 by the teacher alone.

- STEP 5 - Within ten school days after delivery of the Board's decision, the grievance may be appealed to advisory arbitration by the Union. The arbitrator shall be selected, and the arbitration shall be conducted, 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 only and shall not be binding upon any party. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this Agreement or of the written Conditions of Employment established by the Board from time to time or whether any disciplinary action was unjust or improper. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

VI. GRIEVANCE PROCEDURE (continued)

C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

D. In the case of a grievance involving disciplinary action covered by the Michigan Tenure of Teachers Act, the Board will proceed under the provisions of that Act, but the aggrieved teacher (or the Union in its own name) may file a grievance at Step 3 and in that event the Superintendent will confer with the teacher and/or the Union, as the case may be, in an attempt to resolve the grievance prior to the formal hearing of charges before the Board provided for in the Tenure Act. If the matter is not resolved in this way at Step 3, proceedings thereafter will be governed by the Tenure Act.

E. Any party to a grievance shall have the right to representation by legal counsel at Step 3 and above; provided, however, that no teacher may be represented by counsel for any teacher organization other than the Union. A representative from the Michigan Federation of Teachers may participate at Step 3 and above except where the teacher is proceeding individually.

F. Compliance with the provisions set forth above concerning notification to the Union on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section 11 of the Public Employment Relations Act (Act 336 of 1947, as amended) which provides that the bargaining representative shall be given "opportunity to be present" at adjustments of such individually processed grievances.

VII. RESERVATION OF RIGHTS

The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan except as the same are expressly and specifically limited by this Agreement. The Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent) it will make no changes in or additions to the written Conditions of Employment adopted July 1, 1963, and revised August 17, 1965, applicable to bargaining unit employees now or hereafter adopted by the Board without prior notification to the Union and consultation with the Union concerning any objections the Union may have. The Board reserves the right of final decision concerning any such changes after such consultation has occurred.

VIII. NO STRIKE

The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

IX. WAIVER

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 that 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

X. CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

XI. DURATION

This Agreement shall be effective on July 1, 1966 and shall continue in full force and effect until July 1, 1967. At any time subsequent to February 1, 1967, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for the purpose of collective bargaining shall begin not later than twenty days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this _____ day of June, 1966.

BOARD OF EDUCATION, SCHOOL DISTRICT
OF THE CITY OF HIGHLAND PARK

By _____
Its

HIGHLAND PARK FEDERATION OF TEACHERS,
AFT-AFL-CIO

By _____
Its

and NEGOTIATING COMMITTEE:

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

Schedule 18

TEACHERS' SALARY SCHEDULE

1966-1967

<u>Steps</u>	<u>Level 4 Bachelor's Degree</u>	<u>Level 6 Master's Degree</u>	<u>Level 8 Master's Deg. + 30 sem. hrs.</u>	<u>Level 9 Doctor's Degree</u>
0	5700	6150	6600	7050
1	6000	6450	6950	7450
2	6300	6750	7300	7850
3	6600	7050	7650	8250
4	6900	7400	8000	8650
5	7200	7750	8350	9050
6	7550	8150	8750	9500
7	7900	8600	9200	9950
8	8250	9050	9650	10400
9	8600	9500	10100	10850
10	8950	9950	10550	11300

For those teachers who have reached the maximum on the schedule and who have a master's degree or more, there will be added an experience increment of \$100 for the 11th through the 15th years of teaching experience, an additional increment of \$100 (\$200 above the maximum) for the 16th through the 20th years of teaching experience, an additional \$100 (\$300 above the maximum) for the 21st through the 25th years of teaching experience, and an additional \$100 (\$400 above maximum) for over 25 years of teaching experience.

Teaching experience shall mean the combined total of teaching experience earned within or outside the system as credited on the salary schedule only.

Experience Schedule

<u>Years' Experience</u>	<u>Master's Degree</u>	<u>Master's Deg. + 30 sem. hrs.</u>	<u>Doctor's Degree</u>
11 through 15	10,050	10,650	11,400
16 through 20	10,150	10,750	11,500
21 through 25	10,250	10,850	11,600
26+	10,350	10,950	11,700