

File

7/1/68 Edw. J. Jarvin

Highland Park (2)

(67-68) FILE

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

and

THE HIGHLAND PARK FEDERATION OF TEACHERS, AFT-AFL-CIO

1967-1968

Highland Park, City of, School District

- 2. No
- 3. July 1, 1968
- 4. No
- 5. Yes

MEB
1216 Kendale
E. Lansing, MI
48823

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 196 ,
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

1.1 Bargaining Unit

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

All certificated teachers, all college instructors, nurses, counsellors,
department chairmen, psychological diagnosticians, special educa-
tion teachers, system-wide department supervisors, assigned substi-
tute 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-Ad-
missions Officers; College Administrative Assistant-Regis-
trar; 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; Director of Special Projects; Work Study Coordi-
nator; business assistants and community school coordina-
tors; all personnel of pupil adjustment program project
except regular certificated classroom teachers.

1.2 Membership in Teacher Organizations

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

1.3 Non-Discrimination

The Union will continue to represent all teachers without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and will represent all employees equally 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.

1.4 Statistics and Financial Information

The Board shall make available to the Union within five school days upon its reasonable request in writing to the Superintendent one copy of 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 is necessary for conducting the proper business of the bargaining agent in behalf of the employees in the bargaining unit. This shall not be construed to require the Board to compile information or statistics not already compiled.

1.5 List of Bargaining Unit Members

The Board will provide the Union each fall with a complete list of bargaining unit members and their appropriate budget categories and salary levels.

1.6 Board Agenda and Minutes

The Board will provide the Union with three copies of the agendas for Board meetings and non-confidential related documents and three copies of the official minutes of Board meetings. The copies of agendas for Board meetings and non-confidential related documents will be provided not later than noon of the Monday before Board meetings, and the copies of official minutes of Board meetings will be provided as promptly as possible after they have been prepared.

1.7 Dues Deductions

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.

1.8 Bulletin Boards

The Union shall have separate bulletin board space in each school, except that in the High School and Community College the Union shall have two bulletin board spaces. If not located in school offices, such bulletin board spaces shall be in teacher lounges or other locations not normally frequented by students. The Union may place additional bulletin boards, at its expense, in teacher lounges or in teacher dining areas not normally frequented by students.

1.9 Union Meetings in Schools

Schoolrooms 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. The Principal may authorize use of schoolrooms on shorter notice.

1.10 Meetings with Administrators

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 representatives on matters relating to the implementation of this Agreement. Such meetings will not exceed one per month with the Superintendent and one per month with each Principal except by mutual agreement.

1.11 Materials Given To Teachers

When the Board gives teachers materials concerning wages, hours and conditions of employment, such materials will not bear the identification of any collective bargaining organization other than the certified bargaining agent or its affiliates.

1.12 Released Time To Administer Contract

The Union President shall receive released time equivalent to a total of eighteen days during the course of the regular school year to process grievances and to administer the contract. The President may delegate any portion of this time to the Grievance Chairman. Requests for such released

time shall be made to the unit administrator at least one school day in advance. The released time for participation in arbitration proceedings as provided in paragraph 1.13 below shall not be deducted from the above.

1.13 Released Time - Arbitration Hearings

In any arbitration case where the arbitrator is unable or unwilling to hold a hearing outside class hours, any teacher who is called and testifies as a witness for the Union (not exceeding five except by special agreement of the parties) will suffer no loss in pay. In any such case the Union President or another Union official designated by him may also attend the hearing without loss of pay.

1.14 Mail Boxes

The Union shall have the right to place material in the mailboxes of members of the bargaining unit; placement is to be made by a member of the staff of the building involved at a time which does not interfere with his performance of his duties. Placement may also be made by a bargaining unit member not on the building staff at a time which does not interfere with his performance of his duties and is before the beginning or after the end of classes at the building involved.

II. ECONOMIC ITEMS

2.1 Salary Schedule

The salary schedule shown below shall be in effect for the duration of this Agreement.

| <u>Steps</u> | <u>Bachelor's Degree</u> | <u>Master's Degree</u> | <u>Master's Deg. + 30 sem. hrs.</u> | <u>Doctor's Degree</u> |
|--------------|--------------------------|------------------------|-------------------------------------|------------------------|
| 0 | 6500 | 6950 | 7400 | 7850 |
| 1 | 6800 | 7250 | 7700 | 8250 |
| 2 | 7100 | 7550 | 8000 | 8650 |
| 3 | 7400 | 7850 | 8300 | 9050 |
| 4 | 7700 | 8200 | 8700 | 9450 |
| 5 | 8000 | 8550 | 9000 | 9850 |
| 6 | 8300 | 8950 | 9500 | 10450 |
| 7 | 8600 | 9400 | 9800 | 10850 |
| 8 | 9150 | 9850 | 10300 | 11250 |
| 9 | 9500 | 10325 | 10800 | 11650 |
| 10 | 10000 | 10800 | 11300 | 12000 |
| 11-15 | 10100 | 10900 | 11400 | 12100 |
| 16-20 | 10200 | 11000 | 11500 | 12200 |
| 21-25 | 10300 | 11100 | 11600 | 12300 |
| 26+ | 10400 | 11200 | 11700 | 12400 |

2.2 Required Course Work

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.

* For a trade and industry teacher, 160 hours of work in industry relate to major teaching assignment may be substituted for one-half the course work required in 2.2 of this contract.

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.

2.3 Jury Duty

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.

2.4 Experience Credit

Effective July 1, 1966 (but not retroactively effective for teachers who began employment prior to July 1, 1966) experience credit on the salary schedule will be granted as follows:

- (1) Teaching experience in other systems - maximum of six years for teachers who began employment after July 1, 1966; maximum of seven years for teachers who began employment after July 1, 1967.
- (2) Peace Corps - full credit.
- (3) Leave to teach in foreign country (including Exchange Teaching) - full credit.
- (4) Sabbatical Leave - full credit.
- (5) Military service after certification as teacher - full credit for years in service.
- (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.

2.5 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

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

(4) Tutors for home-bound students will be paid at the rate of \$6.50 per hour.

(5) Compensable work on committees will be paid at the rate of \$6.50 per hour.

2.7 Class Coverage; Rates

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 be paid for such time, in addition to his regular salary, at the following rates:

High School - 1/5 of daily substitute pay per period.

Middle School - 1/6 of daily substitute pay per period.

Elementary School - 1/7 of daily substitute pay per period.

College - \$10.75 per period.

It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teacher 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.

2.8 Insurance

The present hospital-surgical-medical insurance program will be continued in force for the duration of this Agreement. Bargaining unit members may elect either the Blue Cross-Blue Shield M-75 plan or equivalent coverage under Community Health Association. The Board agrees to pay the full premium for single subscriber semi-private coverage under either of said plans for all bargaining unit members who enroll, but not exceeding the cost of single subscriber semi-private coverage under the Blue Cross-Blue Shield M-75 plan. Bargaining unit members may carry dependent coverage under either of said plans at their own expense, and the Board will honor payroll deduction authorizations for this purpose. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The Board's only responsibility shall be for payment of premiums as above set forth.

For the duration of this Agreement only, bargaining unit members who do not participate in either the Blue Cross-Blue Shield or CHA program

but who purchase their own similar coverage with other carriers will be reimbursed in the amount of the cost of single subscriber semi-private Blue Cross-Blue Shield coverage under the M-75 plan upon presentation of a receipt showing payment of premium by the employee in that amount or more. The Board and the Union agree that this reimbursement practice will continue only for the duration of this Agreement and will not be incorporated in future agreements.

2.9 Assigned Substitutes; Rates

Assigned substitutes are substitutes who are employed to fill a temporary need or to fill a position for which a fully qualified person is not available.

Assigned substitutes are assigned on a per diem basis at a salary rate equal to the minimum starting salary appropriate to the highest degree held. When a teacher is appointed as an assigned substitute, the Union will be promptly notified of the teacher's name and school and rate of pay and the effective date of the assignment.

Non-degree assigned substitutes are persons with more than three but less than four years of college training. Such a person shall be assigned only if a fully qualified teacher is not available, and shall be paid at the salary rate of a beginning teacher on the Bachelor's degree level. Such assignment may be continued at the discretion of the Board so long as the need for such services continues, provided the teacher complies with state certification requirements.

2.10 Credit Union Deductions

The Board of Education shall provide payroll deduction services for employees transacting business with the Highland Park Teachers Credit Union. Such deductions may be arranged for savings as well as to repay loans.

2.11 Trips of extra-curricular groups

Transportation, food and lodging expenses of teachers on approved trips of extra-curricular groups will be reimbursed on the same basis as for other teachers.

2.12 Credits

Credits shall be accepted from any fully accredited college or university subject to any limitations imposed by state certification authorities and the North Central Association.

2.13 Travel Allowance

Teachers required to travel to more than one building during the school day will have a travel allowance of eight and one-half (8-1/2) cents per mile between buildings.

2.14 Trip Accommodations

Whenever teachers accompany students on field trips, excursions, camping trips, and are required to seek lodging, they shall have accommodations separate from those of the students where accommodations and proper supervisory requirements permit.

2.15 Salary Changes

A salary change resulting from a permanent or temporary change in position shall take effect with the assumption of the duties of the new position.

2.16 Teacher Records and Credits;
Advancement on Salary Schedule

(1) It shall be the obligation of the teacher to see that records of certification, transcripts of credits, and statements of experience are on file in the office of the Board of Education during the tenure of the teacher.

(2) A salary schedule advancement following completion of additional educational requirements shall take effect the first day of the pay period next following the formal filing of the approved credentials with the Personnel Director. Where the teacher has completed the necessary work and has filed application with the Personnel Director for advancement on the salary schedule but credentials are not received until a later date, the pay adjustment will be retroactive to the first day of the pay period next following the teacher's filing of application with the Personnel Director.

2.17 Auxiliary Schedules

The auxiliary schedules shown below shall be in effect for the duration of this Agreement. All assignments are annual and are non-contractual and non-tenure.

Auxiliary Schedules, 1967-68

| | <u>Rate</u> <u>1967-1968</u> |
|---|--|
| (1) <u>Substitute Teachers and/or Nurses</u> | |
| a. <u>Assigned Substitute</u> | |
| Per diem basis at salary rate equal to minimum starting salary appropriate to degree held: | |
| Bachelor's Degree | \$33.33/day |
| Master's Degree | 35.64/day |
| Master's Degree + 30 sem. hrs. | 37.94/day |
| Doctor's Degree | 40.26/day |
| Non-degree assigned substitute - per diem basis at salary rate equal to minimum salary for bachelor's degree- | 33.33/day |
| b. <u>Pro-ration of Substitute's Salary</u> | |
| When a substitute is not available and a classroom teacher is required to utilize any preparation or other period when he does not have teaching duties (See Section 2.7 of this Agreement) | Pro-rata share of Substitute rate (current) \$28 per day |
| (2) <u>Counselors, Middle School, High School, and College</u> | |
| (10 calendar months, excluding regularly scheduled vacations during school year) | \$800 |
| (3) <u>Department Chairmen</u> | |
| (School year plus equivalence of at least one week) | |
| a. <u>High School Department Chairmen</u> | |
| High School Department chairmen with 15 or more members in their departments are to have two (2) released periods for supervision. | |
| High School Department chairmen with 7-14 members in their departments are to have one (1) released period for supervision. | |

High School Department chairmen having not more than 6 members in their departments are to have no released time for supervision.

| | <u>Released Time</u> | <u>1967- 1968</u> |
|---|--------------------------|-----------------------|
| H.S. English Department Chairman | 2 | \$800 |
| H.S. Social Studies Department Chairman | 1 | 800 |
| H.S. Mathematics Department Chairman | 1 | 700 |
| H.S. Science Department Chairman | 1 | 600 |
| H.S. Industrial-Tech. Department Chairman | 1 | 600 |
| H.S. Business Education Department Chairman | 1 | 500 |
| H.S. Languages Department Chairman | 0 | 600 |
| H.S. Art Department Chairman | 0 | 500 |
| H.S. Home Economics Department Chairman | 0 | 500 |
| H.S. Girls' Physical Educ. Dept. Chairman | 0 | 600 |
| H.S. Boys' Physical Educ. Dept. Chairman | 0 | 700 |

b. College Department Chairmen

All College department chairmen are to have released time (1 period) for supervision and curriculum development, except chairmen of departments having less than six (6) members.

| | | |
|---|---|-------|
| College English Department Chairman | 1 | \$800 |
| College Social Studies Department Chairman | 1 | 800 |
| College Mathematics Department Chairman | 1 | 800 |
| College Physical Science Department Chairman | 1 | 800 |
| College Biological Science Department Chair. | 1 | 800 |
| College Business Education Department Chair. | 1 | 800 |
| College Nurses Training Program Chairman | 1 | 800* |
| Related Instruction-Industrial Apprentices Trainees Dept. Chairman (12 calendar months) | 1 | 960 |

* 10 months, pro-rated for 12 months

| (4) | <u>Supervisors - System-Wide</u> | <u>Released</u> | <u>1967-</u> |
|-----|---|-----------------|--------------|
| | | <u>Time</u> | <u>1968</u> |
| | (School year plus equivalence of 2 weeks) | | |
| | Counseling and Guidance, System-wide Super. | 1 | \$800 |
| | Instrumental Music, System-wide Super. | 1 | 800 |
| | Vocal Music, System-wide Supervisor | 1 | 800 |
| | Adaptive Materials Supervisor, System-wide | 1 | 800 |
| | Physical Education and Athletics Director, System-wide | 1 | 1200 |
| | Health, Home and Family Living Supervisor | 1 | 800 |
| (5) | <u>Consultants</u> | | |
| | Consultant, Instructional Materials and Assistance Centers | | 800 |
| | Corrective Reading Consultant | | 300 |
| | Instructional Materials Consultant | | 300 |
| (6) | <u>Psychological Diagnostician</u> | | |
| | (10 calendar months, excluding regularly scheduled vacations during the school year) | | 500 |
| (7) | <u>Special Education</u> | | |
| | Special Education Teacher | | 300 |
| | Visiting Teacher | | 300 |
| | Tutor for Homebound Students | | \$6.50/hr. |
| (8) | <u>Miscellaneous</u> | | |
| | High School Publications Sponsor | | 600 |
| | College Publications Sponsor | | 600 |
| | Dramatics Coach - High School | | 600 |
| | Dramatics Coach - College | | 600 |
| | High School Senior Class Washington Trip Sponsor | | 300 |
| | Instrumental Music Teacher | | 300 |
| | Major Middle School responsibilities \$200 additional | | |
| | Major High School responsibilities \$300 additional | | |
| | (See Section 3.42 of this Agreement) | | |
| | Director WHPR | | 500 |
| (9) | <u>Vocational Trade and Industry Teachers</u> | | |

See Section 2.5 of this Agreement for Salary Schedule placement.

(10)

Athletics

(Payment to be made at the conclusion of the Assignment)

| a. | <u>Athletics--High School Boys</u> | <u>1967-1968</u> |
|----|--|------------------|
| | Head Football Coach | \$1,050 |
| | Assistant Football Coach | 700 |
| | Assistant Football Coach | 700 |
| | Head Reserve Football Coach | 700 |
| | Assistant Reserve Football Coach | 585 |
| | Freshman Football Coach | 585 |
| | Assistant Freshman Football Coach | 500 |
| | Head Basketball Coach | 1,050 |
| | Reserve Basketball Coach | 700 |
| | Freshman Basketball Coach | 585 |
| | Wrestling Coach | 700 |
| | Assistant Wrestling Coach | 500 |
| | Head Swimming Coach | 1,050 |
| | Assistant Swimming Coach | 700 |
| | Freshman Swimming Coach | 585 |
| | Head Track Coach | 700 |
| | Assistant Track Coach | 525 |
| | Freshman Track Coach | 450 |
| | Head Baseball Coach | 700 |
| | Assistant Baseball Coach | 525 |
| | Freshman Baseball Coach | 450 |
| | Golf Coach | 470 |
| | Cross Country Coach | 700 |
| | Tennis Coach | 585 |
| b. | <u>Athletics - Middle School Boys</u> | |
| | Head Football Coach | 525 |
| | Assistant Football Coach | 400 |
| | Swimming Coach | 525 |
| | Head Basketball Coach | 525 |
| | Assistant Basketball Coach | 400 |
| | Track Coach | 400 |
| | Gymnastics Coach | 400 |
| c. | <u>Athletics - High School Girls</u> | |
| | Athletics Director for High School and Middle Schools | 700 |

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c. Athletics - High School Girls - Cont'd

| | |
|-------------------------|-----|
| Hockey Coach | 585 |
| Swimming Coach | 585 |
| Basketball Coach | 700 |
| Intramural Sports Coach | 585 |
| Tennis Coach | 585 |
| Cheerleaders Coach | 700 |
| Dance Club Coach | 585 |
| Aquatics Coach | 350 |

d. Athletics - Middle School Girls

| | |
|------------------|-----|
| Hockey Coach | 350 |
| Swimming Coach | 350 |
| Basketball Coach | 350 |

e. Athletics - College Men

| | |
|-----------------------|-------|
| Head Basketball Coach | 1,050 |
|-----------------------|-------|

(11) Summer School, Late Afternoon, Evening Teachers

a. College Professional Staff

10% of the third level (Step 2) of the Master's degree track for each 3 credit hour course (pro-rated for courses more or less than 3 credit hours).

b. Teachers of H. S. Credit Courses below the College level, other than driver education instruction:

Hourly rate computed at one-tenth of one percent (.001) of base salary for Bachelor's degree or Master's degree (See Section 2.6 (1) (b) of this Agreement).

| | | |
|------------------------------|--------------|------------|
| c. Driver Education Teachers | class work - | \$6.50/hr. |
| | field work - | 5.50/hr. |

| | | |
|------------------------------------|--|----------|
| d. <u>Teachers of night school</u> | | |
| <u>non-credit courses</u> | | 5.50/hr. |

III. GENERAL

3.1 Transfer and Re-Assignment; Posting of Specific Vacancies

Any teacher who desires a transfer or re-assignment may at any time file a written request with the Personnel Director. The request shall indicate the specific subject or grade level and school desired. 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 in all school buildings (during the summer, at Board offices) at least five school days before any new employee is hired to fill such vacancy. A list of all such specific vacancies then available will also be mailed to the staff once during the summer, normally on or about July 15.

Decisions denying requested transfers or re-assignments will be communicated in writing to all persons involved, and a written statement of reasons will be furnished upon written request of the teacher involved. A decision denying transfer or re-assignment may be made the subject of a grievance, but such grievance shall be sustained only if it is established that the decision was arbitrary, capricious, or without rational basis.

A tenure teacher deemed qualified for transfer or re-assignment who has been denied such request on the basis of essentiality in present position shall not again be denied transfer or re-assignment on the basis of essentiality in that position, and the teacher's request shall remain on file for two years following any such denial; provided, however, that the teacher's rights in this regard shall apply only to vacancies for which the teacher is qualified and which become available after certain time intervals, as follows:

- (a) If the transfer request is denied any time between the commencement of regular classes in the fall and the end of regular classes in the spring, the above paragraph shall apply to vacancies which become available during the first semester of the following school year or thereafter.
- (b) If the transfer request is denied any time during the summer interval between the end and commencement of regular classes, the above paragraph shall apply to

vacancies which become available during the second semester of the following school year or thereafter.

Requests for transfer or re-assignment shall be submitted in duplicate, and the Personnel Director will return to the teacher one copy of the request stamped, signed or initialed to acknowledge receipt.

3.2 Posting of Anticipated Personnel Needs

When recruiting schedules are established and anticipated personnel needs are known, the Personnel Director will post a list of anticipated personnel needs in all school offices at least two days before placement bureaus in the various colleges and universities are notified of the expected personnel needs of the School District.

3.3 Notification of Assignments

Teachers will be notified of assignments for the coming year at least ten school days prior to the end of the current school year whenever possible. It is recognized that change in circumstances may require change in assignments. In such cases, the teacher shall be notified in writing, within three days (not counting Saturday or Sunday) after the administration is aware of the necessity for the change in assignment.

3.4 Reduction in Personnel

If services of tenure teachers must be terminated because of necessary reductions in personnel, the length of prior service in Highland Park will be given consideration as a factor in any choices which must be made between two or more tenure teachers qualified for remaining positions. Any tenure teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the School District for which he is certified and qualified. In re-hiring tenure teachers whose services were terminated because of necessary reduction in personnel, length of prior service in Highland Park will be given consideration as a factor in any choices which must be made between two or more such tenure teachers qualified for available positions.

3.5 Inter-School or Inter-Departmental Transfers

In the event that student load conditions or instructional requirements necessitate transfer of staff from one school or teaching department to another, all efforts for the voluntary transfer of qualified instructional personnel shall be exhausted. In the event there remains an excess of instructional personnel in any teaching department or school, or relocation of staff is still needed to

meet student load conditions or instructional requirements, the Superintendent shall arrange for the necessary transfer of qualified instructional personnel. No tenure teacher shall be involuntarily transferred from one school to another under this paragraph while a probationary teacher is retained in the school in a position which the tenure teacher is qualified to fill.

3.6 Preparation Periods

Each high school teacher shall have at least five 55-minute preparation periods per full school week. Teachers in grades K-8 shall receive at least 200 minutes of preparation time per full school week, as follows:

- (a) Teachers in grades 4 through 8 shall have at least five 40-minute preparation periods per full school week;
- (b) Teachers in grades K-3 shall have preparation periods in segments of 20 or 30 minutes (except special subjects teachers, who may have 40 minute preparation periods) distributed as equitably as possible throughout the week. The length of the periods shall be consistent with the attention span and grade level of the students involved.

3.7 Leaving Building

Teachers will be permitted to leave their buildings during preparation periods upon specific previous approval from their principal.

3.8 Lunch Periods

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

3.9 Filing Cabinets; Desk Space

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

Teachers who travel to different schools will be assigned desk space other than in halls and lounges in all schools where such space is available.

3.10 Subject Area Assignments

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

3. 11. Vacancies Above Classroom Level

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 vacancy. When the Superintendent has decided who is to be recommended for appointment to the position, he shall notify the person within five school days, and shall indicate that appointment to the position is without tenure and is subject to approval by the Board.

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.

3. 12. Posting of Extra-Curricular Positions

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.

3. 13. Special and Special Education Teachers

Special teachers and special education teachers are not to be used as relief or substitute teachers except in cases of genuine emergency where no substitute can be obtained.

3. 14. Suite Planning Time

Those teachers receiving suite planning time will continue to receive suite planning time for the next contract year, with the clear understanding that administrative flexibility is to be allowed in teacher assignments as to when and what subjects may be considered during these periods, and the clear understanding that the Board may propose alternative arrangements or elimination in future contract years should educational program or financial considerations require it. No change in suite planning time may take place during the contract year without prior agreement of the parties.

— 3. 15. 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.

3.16 Department Chairmen (K-12)

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 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.

3.17 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. Counsellor, if appropriate
- d. Parent, if teacher and/or Principal deem appropriate
- e. 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. Upon request 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 of action designed to correct the problem has been recommended. The recommendation will be made at a conference including the teacher, principal, counsellor (if appropriate), parent (if appropriate) and Pupil Services Staff (if appropriate).

(6) Under no conditions shall a teacher send a child out into the hall in order to discipline him.

3.18 Non-classroom Activities (K-12)

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.

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.

3.19 Semi-Annual or Annual Parent-Teacher Conferences

If semi-annual or annual Parent-Teacher conferences are scheduled outside of class hours, released time will be granted.

3.20 Committees; Definitions and Compensation

(1) A committee involving teachers in major curriculum development shall be considered a major committee. A teacher will be paid

from the outset of work on a major committee if the nature and scope of the committee's assignment are such that the work will require more than eight hours per teacher.

(2) A committee involving teachers in matters concerning minor revision or upgrading of the curriculum or routine organization or operation of the schools shall be considered a minor committee. A teacher will be paid for work on a minor committee assignment after the teacher's hours on such assignment in a non-pay status exceed eight for that assignment. It is understood, however, that minor committee work will be planned so as to require the minimum of teacher time consistent with the objective, and that the work of a given committee will exceed eight hours per teacher only in unusual circumstances.

(3) "Work" as used herein includes committee-related work done outside committee meetings by authorization of the committee chairman.

(4) The hourly rate of pay for compensable committee work as outlined above shall be one-tenth of one per cent of the B. A. minimum salary.

3.21 Tuberculosis Examinations

Members of the bargaining unit are required to file proof of freedom from active tuberculosis annually, in the form of a certificate showing negative result from either a chest X-ray or a tuberculin skin test. The certificate must be filed within fourteen days after the first day of regular school sessions in the fall, and the chest X-ray or skin test must have been performed within nine months preceding the first day of regular school sessions in the fall.

The Board agrees to exert every effort to arrange for a mobile X-ray unit to visit Highland Park at a date or dates which will provide all teachers with an opportunity to have chest X-rays conveniently and free of charge. The Board will also provide arrangements for teachers who prefer the tuberculin skin test to procure same at a location in Highland Park free of charge.

3.22 Other Physical Examinations

Any question as to the physical health and fitness of an employee shall be resolved by the Administrator in charge of Personnel and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the School District.

3.23 Nervous Disorder

An employee who has been absent because of a nervous disorder must, prior to his return, present a report from a physician showing satisfactory recovery. In addition, the employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Board of Education.

3.24 Lounges

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

3.25 Restroom and Lunchroom Facilities

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

3.26 Parking

Wherever possible, adequate parking near the school of employment shall be provided for all teachers. The Board will issue parking stickers to members of the bargaining unit in order to identify automobiles.

3.27 School Security

The Board agrees to use all reasonable efforts to provide adequate security for all school buildings.

3.28 Teacher Involvement in Instructional Matters

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. 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.

3.29 Union Recommendations For Committees

It is 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. The mechanics of this procedure will be as follows:

(1) When the Board and/or administration establishes the need for any such committee, the President of the Union will be given written notice of at least ten school days before appointments are made, which notice will include the following information:

- a. Purpose of the committee
- b. Name or names of the schools involved
- c. Number of teachers to be appointed
- d. Approximate time to be used by the committee
- e. (if applicable) Rate of compensation for time spent on committee.

(2) The President of the Union will have ten school days to make written recommendations to the Superintendent for teacher members on such committees.

(3) In cases of small committees involving teachers in only one school and matters concerning only organization or operation of that school, the principal of the school shall furnish the above information to the Union building representative, with a copy furnished to the Union President, five school days before appointments of teachers are made, and the Union building representative will have five school days to make written recommendations to the principal for teacher members on such committee.

(4) It is understood that the responsibility for initiation of all committees and appointment of their members lies with the Board and/or administration.

3.30 Visiting Days

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.

3.31 Educational Workshops

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 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.

Union-sponsored meetings of a professional nature will be considered to come within this section.

3.32 Art Room

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

3.33 Grades and Homework Assignments

Initial decisions as to grades and homework assignments rest with the classroom teacher. Where the teacher's judgment in such matters is questioned, the matter should be the subject of joint consultation by the teacher and the unit administrator.

3.34 Special Education Classes

Special education classes shall continue to have access to all equipment, supplies and funds available to regular classes in the building. They shall also continue to participate in all special classes appropriate to the age levels and capacities of the students involved.

3.35 Committee On Further Integration of Curriculum and Materials

A committee of teachers and administrators shall be established under

section 3.28 of this contract to determine what might be done to carry further existing and significant efforts to integrate fully the educational curriculum and teaching materials.

The following are illustrative (though not a complete list) of appropriate areas which the committee may choose to study:

(1) Units of study and all instructional materials presently in use or available to determine how adequately they reflect the contributions of all races and religions to the American society.

(2) The development of units of study and instructional materials not available from other sources or unique to local curriculum needs.

(3) Possible in-service education programs appropriate to the furtherance of this goal.

(4) Exploration of availability of funds from private or public agency sources to further implement the above.

3.36 In-Service Courses

The Board agrees to continue to make available certain university contract courses for graduate credit at one half the tuition cost. It further agrees that those teachers who enroll for "audit only" and not for credit, will have their portion of the tuition refunded upon the successful completion of the course.

3.37 Electronic Devices

The Board agrees to continue the policy of not using electronic devices to observe or evaluate a teacher without his knowledge.

3.38 Teacher-Parent Interviews

Opportunities will be created for interviews with parents at times other than those normally utilized when the teacher and the principal agree that this is necessary.

3.39 Master Supply List

A master list of supplies and order blanks will be placed in each school office. Teachers will be given prompt notification of supplies which are denied or unavailable.

3.40 Supplies In Teacher Workrooms

Adequate supplies will be made available in teacher workrooms and lounges.

3.41 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.

(3) Librarians are entitled to a regular schedule of assignment, which may, however, be modified as educational needs require after planning and consultation with personnel affected. A committee of librarians, teachers and administrators shall be established under section 3.28 of this contract to consider and recommend possible changes in the appropriate utilization of library facilities.

3.42 Instrumental Music

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

(2) 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, community activities cosponsored by the School District, and planning committees for any of the foregoing.

3.43 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.

3.44 Teacher Aides

The Board will continue to explore and where possible expand the utilization of teacher aides. Guides for the utilization of teacher aides will continue to be developed in consultation with teachers and teacher aides.

3.45 Rights as Citizen

When the teacher speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. The teacher bears a responsibility to clarify the fact that he speaks as an individual and not in behalf of the institution.

3.46 Disciplinary Check List

Upon the request of the staff in a school a committee shall be appointed to study the desirability and possible nature of a disciplinary check list for that school.

3.47 Calendar

The K-12 school calendar attached to this Agreement shall be in effect for the 1967-68 school year.

3.48 Emergency Closing Announcements

Every effort will be made to communicate announcements of emergency school closings to appropriate radio stations as early in the morning as possible. Stations CKLW, WJR, and WWJ will be given first priority; additional radio and television stations will also be called as time and circumstances permit.

3.49 Parent-Principal-Teacher Conferences

In cases where a conference between parent, principal and teacher is to be held concerning a parent complaint against the teacher, the principal will consult with the teacher in private prior to the conference to advise him or her of the nature of the problem.

3.50 Assaults

Upon request of any teacher who has suffered an assault in connection with his or her employment, the Board attorney will advise such teacher of his or her rights under the law.

3.51 Property Loss

Teachers shall not be held responsible for loss within the school of school property, or children's property, when such loss is not the fault of the teacher.

3.52 Non-applicability of Prior Document

The Conditions of Employment dated July 1, 1963 as revised August 17, 1965 no longer apply to members of the bargaining unit.

3.53 Retirement

A member of the bargaining unit who reaches the age of 65 on or before July 1 of any budget year shall be retired as of July 1 of that year.

IV. LEAVES OF ABSENCE

4.1 Sabbatical Leave

(1) Authorization

Sabbatical Leave of Absence may be granted to members of the bargaining unit. The granting of such leave is subject to approval by 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 rules and regulations of the Highland Park Sabbatical Leave Program are authorized by, and shall be interpreted in accordance with, Section 572 of the School Code of 1955 (M. S. A. §15. 3572) and any amendments thereto.

(2) Eligibility and Qualifications

Any member of the bargaining unit who meets the qualifications shall be eligible to apply for Sabbatical Leave under the following conditions and requirements:

(a) Applicant must hold a Life or Permanent Certificate, or be teaching in the college, and must be on a continuing tenure contract.

(b) Applicant must have seven (7) consecutive years of service as a full-time employee in the Highland Park Public School System. 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 for restoration of health shall not be deemed a break in the continuity of service required by this section but shall not be included as a year of service in computing the seven consecutive years.

(c) Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven consecutive years of service as a full-time employee.

(d) A maximum of two (2) percent of the total bargaining unit may be granted Sabbatical Leave each year. Insofar as possible leaves shall be granted in proportionate distribution among the various teaching divisions or departments of the professional staff. Not more than a ratio of 1 to 10 or major fraction thereof in a division or department may be granted Sabbatical Leave in any one semester.

For purposes of interpretation of this procedure, the term "division" shall mean administrative unit. The term "department" shall mean the commonly defined system-wide departments and those found in the High School and College.

If at any time the number of applicants eligible and requesting Sabbatical Leave exceeds two (2) percent of the bargaining unit, there shall be a list of applicants established indicating those teachers who have highest priority, which shall be determined in other sections of this document, the number of applicants not to exceed two percent, and the remaining number of applicants shall be placed on an alternate list in an order of priority.

(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 Secretary of the Board of Education a written agreement stipulating that he will remain in the service of the Highland Park School System for a period of one year following the expiration of said leave. (See following sections for conditions governing default of this agreement.)

(3) Purposes of Sabbatical Leave

Sabbatical Leave is granted to bargaining unit members to enable them to improve their abilities and increase their value to this school district. Such improvement is usually achieved by formal study, research and/or writing. Applications for Sabbatical Leaves for other types of activities (including travel) will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.

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 plan of work shall be outlined which will qualify the applicant for a higher credential in his profession, or which will include a program of recognized courses intended to improve the present or prospective service of the applicant in his profession.

(b) For Research and/or Writing -- 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 objectives which are to be achieved through the opportunities afforded by the leave, and also stating the expected value to the school system. It is understood that travel is included among the authorized purposes of Sabbatical Leave where such travel meets all other requirements for Sabbatical Leave.

(4) Application Requirements and Procedures

Applications for Sabbatical Leave must be filed with the Superintendent of Schools. The due date of such applications shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent shall inform the applicant in writing that 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
1 with reference to applications for Sabbatical Leave:

(a) In recommending approval of an application the
Superintendent shall consider the following factors:

1. Date of filing application.
2. Purpose of the leave.
3. Seniority in the school system.
4. Professional growth of the staff member in
relation to the purpose of the leave.
5. Potential benefit to the school system if the
purposes of the leave are achieved.
6. Other factors deemed important.

(b) Approval of a Sabbatical Leave by the Board of
Education will be contingent upon securing an employee qualified
to assume the applicant's duties.

(c) Within sixty (60) days following approval but not
later than June 30 for leaves beginning with the first semester and
January 1 for leaves beginning with the second semester, the indi-
vidual who has been granted a Sabbatical Leave must indicate his
acceptance or rejection of the leave requested. A Sabbatical Leave
once accepted 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.

(d) A teacher who has been granted a Sabbatical Leave
will execute a contract, substantially similar to the form in use
during the 1966-67 school year, in which the teacher agrees to comply
with the requirements for Sabbatical Leave and agrees to return to
the Highland Park system for at least one year or repay all salary
paid to the teacher during the Sabbatical Leave period.

(5) Requirements and Status While on Sabbatical Leave

(a) Financial

1. Compensation for a staff member on Sabbatical
Leave shall be full pay for a one semester
leave and one-half pay for a two semester leave
at a rate determined by the individual's place-
ment on the basic salary schedule. Staff mem-
bers who are recipients of grants, or other

financial assistance shall file a statement of such financial assistance, exclusive of allowances for travel, lodging, and food, prior to the beginning of the Sabbatical Leave. Compensation paid by the Board of Education may be adjusted so that the combined incomes shall not exceed the amount that would have been paid to the employee had he remained in full staff status with the Board of Education. The Superintendent may recommend a deviation from this policy in unusual situations.

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. The employee on leave shall be responsible for keeping the Business Office informed of his address at all times.
3. For salary schedule purposes only a term of Sabbatical Leave shall be considered as experience when computing salary at the beginning of the next full year of school following his return to service in the system.
4. The regular sick leave policy shall apply to an employee on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.
5. A Sabbatical Leave granted to a member of the bargaining unit shall also operate as a leave of absence without pay from all other school activities.

(b) Reports Required While on Sabbatical Leave

An employee on Sabbatical Leave shall report to the Superintendent as follows:

1. The employee shall immediately request approval from the Superintendent for any

substantial changes in the planned program of the leave as outlined in the approved application.

2. 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.
3. A final report shall be filed with the Superintendent in accordance with the provisions as stated in section (6)(c).
4. The Superintendent may require, and the employee shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.

(6) Requirements and Status Upon Return from Sabbatical Leave

(a) At the expiration of a Sabbatical Leave the employee shall be restored to his position or to a position of like nature, seniority, status and pay; provided, that the employee remains eligible for reinstatement under other provisions of this Agreement.

(b) If an employee does not remain in the Highland Park Public School System for one (1) year immediately following his Sabbatical Leave, he shall within two (2) years repay the Board of Education the amount of money received from the Board of Education during the Sabbatical Leave period. This rule does not apply in cases wherein the person becomes incapacitated, or in cases wherein the rule is waived by the Board of Education.

(c) Each employee returning from Sabbatical Leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again resumes active service. The report shall include the names of the institutions attended, courses pursued, transcript of credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of

the school system. An employee shall not be considered as having completed the obligations of the Sabbatical Leave until his final report has been received by the Superintendent.

4.2 Personal Leave of Absence Without Pay

(1) Any person who has been employed by the Board of Education for a minimum period of three (3) consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for one-half (1/2) of a work year or for a maximum of one (1) full work year. Applications for Personal Leave of Absence must be submitted by March 1, for leaves beginning the first half of a work year, and by October 15 for leaves beginning the second half of a work year. Such leaves are not to be counted as credit towards steps on any salary schedule.

(2) Personal leave of absence will not be granted immediately following a Sabbatical Leave. A personal leave may be requested after one year of service has been completed following the Sabbatical Leave.

(3) If, at the expiration of the personal leave, a person wishes to resume employment with the School District, it shall be his responsibility to initiate a request on or before the above dates, as listed in paragraph 4.2 (1) of the year preceding the expected resumption of employment. The failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

4.3 Maternity Leave of Absence

(1) The Board of Education may grant a leave of absence without pay for maternity upon written request for such leave and proper certification of pregnancy by the employee's physician. Those eligible for such leave are members of the bargaining unit who are on tenure, and such other regularly employed staff members who have been employed for two years or more. The maximum length of such leave shall be for one work year, but may be extended once for one additional work year upon written request to the Board of Education. Such leaves are not to be counted as credit towards steps on any salary schedule.

(2) A regularly employed staff member shall notify the Administrator in charge of Personnel by a written statement from her physician as soon as pregnancy has definitely been determined. Continued employment will normally be possible until the end of the fifth month of pregnancy, but will depend on the physical condition of the employee and the recommendation of her physician and immediate supervisor.

(3) The effective date of separation for maternity reasons shall be at the convenience of the School District. Generally, this date will be the beginning of the school year and the mid-point of the school year. Every effort will be made to be as flexible as the continuity of the educational program and the procurement of personnel will permit.

(4) The date of resumption of employment after maternity leave will depend upon the medical report of the attending physician and the adequacy of arrangements made for the proper care of the child. These are matters which shall be determined on the basis of individual circumstances.

(5) Notice of intention to return, resign, or a request for extension, must be sent in writing to the Administrator in charge of Personnel by October 15, or March 1, of the leave year. Failure to provide such notice shall be the equivalent of resignation. If a person on Maternity Leave wishes to resume employment, she will be considered first on the list of qualified candidates, when a position is open requiring a person with her qualifications.

4.4 Military Leave of Absence

(1) Military Leave shall be allowed in cases where an employee is drafted or where he may volunteer in anticipation of the draft, or is recalled to active duty. Such Military Leave, after an employee has been employed in the Schools of Highland Park, shall count toward all salary schedule steps and retirement benefits.

(2) Any regular employee of the Highland Park Public Schools who may enlist, or be drafted, or be recalled into the defense forces of the United States for service or training, shall make application in writing for military leave; and shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule then in effect, supported by competent written proof that said applicant is fully qualified to perform the duties of said position. Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety days (90) from the date of said release or discharge.

4.5 Personal Business Leave

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

4.6 Family Leave

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.

4.7 Sick Leave - Personal Illness

The purpose of Sick Leave is to provide the benefit of income protection for a limited time to the employee who is forced to lose time from work because of illness or other physical incapacity.

Policies governing the use of Sick Leave are intended to protect the interest of each employee as an individual, of all employees as a group, and the School District.

Sick Leave privileges shall provide for allowing absence with full pay when a staff member is not able to carry on his regular duties because of personal illness or disability.

The Board, at its own expense, shall have the right and opportunity to have an examination made of the person whose injury or sickness is the basis of the claim when and as often as it may reasonably require during the pendency of a claim for injury or sickness. If upon such examination it appears the person is not sick, then all sick leave for such person shall terminate forthwith.

(1) At the time of initial employment, each individual shall have ten (10) days of sick leave privilege to be used as necessary during that budget year or school year. If the time of initial employment is other than the beginning of a budget or school year, the sick leave privilege will be prorated in terms of the time remaining in the school year.

(2) After one (1) year and through the fifth (5th) year of continuous service in the Highland Park Schools, a member of the staff shall have a total of forty (40) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.

(3) After five (5) years of continuous service in the Highland Park Schools and each year through the tenth (10th) year of such employment, a member of the staff shall have a total of seventy (70) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.

(4) After ten (10) or more years of continuous service in the Highland Park Schools, a member of the staff shall have a total of one hundred (100) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.

(5) If a person is unable to resume his assigned duties after his sick leave entitlement expires, he shall be placed on leave without pay and may continue on such leave for a period not to exceed one year.

If, at the end of one year on such leave without pay, he is unable to resume his assigned duties, his employment will terminate. However, if at some later time, the person is deemed able to resume employment, he will rank first for consideration among candidates for any position for which he is qualified and, upon reemployment, shall receive rights and benefits commensurate with those available to him at the time of his incapacitation.

Under provisions of (2), (3) and (4) above, if, at some time during the year in which he is on leave without pay, he is deemed able to resume his assigned duties, he will, for the remainder of the half work-year in which he resumes his assigned duties, be entitled to ten days of sick leave and, at the beginning of the next half work-year, he again will have available the full sick leave to which his years of service entitle him.

(6) It shall be the prerogative of the Board of Education to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement of any employee whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.

(7) An employee will not be permitted to return to his assignment without permission of the Superintendent if it is necessary for him to use crutches, or if portions of his body are encumbered by bandages or in slings, or if the condition of his body is such as to be deemed hazardous to his personal welfare and safety.

(8) A person who concludes a work year on sick leave and who is unable to resume his assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous work year.

(9) An employee who has been absent ten (10) or more consecutive work days because of illness shall, upon his return and before resuming his assigned duties, furnish to the administrator in charge of personnel a certification of fitness to resume his normal duties. Such certification shall be signed by a competent physician of the employee's own choice, shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his assigned duties.

(10) Exceptions to any provision defined under the preceding sections may be made in any individual case only with the specific and express approval of the Board of Education.

(11) Workmen's Compensation -- An employee sustaining injury or occupational disease arising out of and in the course of employment by the Board of Education shall be continued on the payroll to the extent of his sick leave reserve; provided that where he receives income under the Michigan Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve, and such reserve shall be

charged only for that portion in excess of the compensation payment.

(12) Absence Report Form -- The Employee Absence Report Form must be completed and signed by the employee who has been absent when he resumes his duties following any absence. "As soon as he resumes his duties" shall mean not later than the second full day of employment following an absence. Failure to do so shall cause the employee to forfeit his "leave" rights "with pay."

The Absence Report Form shall be obtained from and returned to his principal, supervisor, or immediate administrator. The completed form, attached to the Payroll Time Sheet, shall be forwarded by the principal, supervisor or immediate administrator via the Payroll Department to the Administrator in charge of Personnel.

4.8 Leave to Teach in Foreign Country
(Including Exchange Teaching)

(1) 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 toward 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.

(2) 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.

4.9 Leave to Serve Teacher Organization

(1) 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.

(2) 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.

4.10 Leave to Attend Union Conventions or
Major Union Meetings

Union officers and Executive Board members shall be entitled as a group to receive a total of not more than fifteen (15) days of paid leave during the school year, without expense compensation, to attend Union conventions or major Union meetings. Applications shall be made at least three school days in advance to permit proper arrangements for substitutes. In emergency situations, leave may be granted on shorter notice provided an adequate substitute can be obtained.

V. COMMUNITY COLLEGE

Highland Park College is a part of the total educational program maintained by the School District of the City of Highland Park. It is distinguished from the remainder of the K-14 organization by the metropolitan composition of its student population, by its close relationships to other institutions of higher education, to business and industry, and by the higher

level of instruction maintained there. These distinguishing features warrant certain considerations.

5.1 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.

5.2 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.

5.3 Office Space

Teachers will have office space separate from classrooms and laboratories and such office space will be clean and as comfortable as possible consistent with the physical facilities available.

5.4 Mid-Term Grades

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. Teachers are expected to turn in mid-term grades in advance of this deadline wherever possible.

5.5 Assignment Procedures

Prior to assignment, the 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 assign the teacher according to these preferences as far as is possible. 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.

5.6 Staff-Student Ratio

The Board agrees to exert every effort, consistent with available funds and facilities, to maintain a ratio of 100 equated full-time teachers to 2800 equated full-time students. It is agreed that the number of equated full-time teachers per equated full-time students will not be decreased below this point without prior consultation with the Union. Definitions: full-time student is one taking twelve (12) hours or more; full-time teacher is one teaching a load described in section 5.11 below.

5.7 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.

5.8 Summer School and Night School Staff

Procedures for employing Community College summer school and night school staff shall be as follows:

(1) The Personnel Director will recommend the personnel to be employed in the Community College summer session or night school 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 or night school will be selected in the following manner:

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

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.
4. Availability throughout the entire summer session or night school 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. Personnel who are selected for night school employment will be notified by July 1 for first semester classes and December 15 for second semester classes. This will be a written notification from the Personnel Director and will state:

(a) The dates of the summer session or night school 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 or night school session).

(c) The rate of compensation.

(d) Summer school or night school employment which is tentative and must be conditioned on class enrollments shall be so stated 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.

5.9 Class Size

The Dean of the College shall have the responsibility to set maximum class size limits after consultation with the department chairman. Such limits will be exceeded only with the consent of the teacher involved and the department chairman.

5.10 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 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.

5.11 College Load

The full time teaching load in the College will be as follows:

(1) 14-16 contact periods per week including laboratory periods, except that the load for those English teachers having two or three composition classes will be 12 contact periods per week. It is understood that no English teacher will be assigned more than three composition classes per semester.

(2) Scheduled conference periods to total a work load of 20 hours per week.

(3) Additional periods for accomplishing committee work, curriculum revision, and Faculty Senate meetings as a part of the total professional responsibilities of each staff member.

VI. SUMMER SCHOOL (K-12)

6.1 Schools and Subjects

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

6.2 Procedure

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 April meeting.

(5) Contracts for summer school employment will be furnished to teachers selected not later than the first Monday in May. Such contracts will be firm contracts except that they will be subject to availability of federal funds.

(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.

VII. GRIEVANCE PROCEDURE

7.1 Definition

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, or (2) any disciplinary action.

7.2 Procedure

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 Union if the grievance was presented at Step 3 by the teacher alone. As a 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 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.

As an alternative to the foregoing procedure, the Union may refer the grievance to fact-finding by a fact-finder appointed by the Michigan Labor Mediation Board, subject to the following:

(a) Such referral must be made within the same time limits as are specified above for advisory arbitration, and the scope of the fact-finder's recommendations shall be the same as that specified above for the advisory arbitrator;

(b) If the Labor Mediation Board requires that mediation precede fact-finding, such mediation shall occur but the mediation phase may be terminated by either party at any time;

(c) Within five school days after the parties have been notified of the name of the fact-finder appointed by the Labor Mediation Board, either party may give written notice to the other party of its election to revert to the American Arbitration Association procedure specified in the paragraph above, and in that event such American Arbitration Association procedure shall be followed.

7.3 Time Limits

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.

7.4 Tenure Act Cases

In 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.

7.5 Legal Counsel

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.

7.6 Notification To Union

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.

7.7 Prohibition of Discussion

No administrative personnel shall attempt to discuss any matter pertaining to a written grievance with the teacher who has lodged such written grievance unless that teacher is accompanied by a Union representative or elects to represent himself.

7.8 Grievances at Level Above Principal

If a grievance arises from the action of authority other than the principal of the school, the grievant shall present such grievance at Step 3 of the grievance procedure.

7.9 Denial of Tenure

Denial of tenure or placement on third year of probation is not subject to the grievance procedure. However, a probationer who has been notified of denial of tenure or placement on third year of probation will, upon his written request, be granted an interview with the Superintendent. If he desires, the teacher may be accompanied by a Union representative.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. DURATION

This Agreement shall be effective as of September 25, 1967, and shall continue in full force and effect until July 1, 1968. At any time subsequent to February 1, 1968, 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 _____, 196__.

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

By _____
Its

HIGHLAND PARK FEDERATION OF TEACHERS
AFT-AFL-CIO

and By _____
Its

NEGOTIATING COMMITTEE:

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK
Highland Park, Michigan 48203

SCHOOL CALENDAR 1967-1968
(K-12)

1967

| | |
|------------------------|---|
| Monday, September 25 | Elementary, Middle Schools and Senior High students report for classes (p.m.) |
| Wednesday, November 22 | Schools dismissed at close of day for Thanksgiving recess |
| Monday, November 27 | Schools re-open |
| Friday, December 22 | Schools dismissed at the close of day for end-of-the-year recess |

1968

| | |
|--------------------|---|
| Tuesday, January 2 | Schools open for full day of classes K-12 |
| Friday, January 26 | First semester ends (High School) |
| Friday, April 12 | Schools closed |
| Monday, April 15 | Schools re-open |
| Thursday, May 30 | Memorial Day, Schools closed |
| Friday, May 31 | Schools re-open |
| June 21 | End of the school year K-12 |

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK
 Highland Park, Michigan 48203

SCHOOL CALENDAR 1967-1968

| WEEK | Teaching Days Pupil Attendance | Days Teachers Present | Pupil Membership | |
|----------------|-----------------------------------|--------------------------|------------------|--|
| Sept. 25-29 | 5 | 5 | 5 | |
| Oct. 2-6 | 5 | 5 | 5 | |
| 9-13 | 5 | 5 | 5 | |
| 16-20 | 5 | 5 | 5 | |
| 23-27 | 5 | 5 | 5 | |
| Oct. 30-Nov. 3 | 5 | 5 | 5 | |
| 6-10 | 5 | 5 | 5 | |
| 13-17 | 5 | 5 | 5 | |
| 20-24 | 3 | 3 | 3 | Thanksgiving and Day After November 23-24 |
| Nov. 27-Dec. 1 | 5 | 5 | 5 | |
| 4-8 | 5 | 5 | 5 | |
| 11-15 | 5 | 5 | 5 | |
| 18-22 | 5 | 5 | 5 | |
| 25-29 | 0 | 0 | 0 | Christmas Vacation, Dec. 25-29 |
| <u>1968</u> | | | | |
| Jan. 1-5 | 4 | 4 | 4 | New Year's Day, Monday, Jan. 1 |
| 8-12 | 5 | 5 | 5 | |
| 15-19 | 5 | 5 | 5 | |
| 22-26 | 5 | 5 | 5 | End of First Semester (H.S.) |
| Jan. 29-Feb. 2 | 5 | 5 | 5 | |
| 5-9 | 5 | 5 | 5 | |
| 12-16 | 5 | 5 | 5 | |
| 19-23 | 5 | 5 | 5 | |
| Feb. 26-Mar. 1 | 5 | 5 | 5 | |
| 4-8 | 5 | 5 | 5 | |
| 11-15 | 5 | 5 | 5 | |
| 18-22 | 5 | 5 | 5 | |
| 25-29 | 5 | 5 | 5 | |

SCHOOL CALENDAR 1967-1968

(continued)

| WEEK | Teaching Days Pupil Attendance | Days Teachers Present | Pupil Membership | |
|----------------|-----------------------------------|--------------------------|------------------|---|
| April 1- 5 | 5 | 5 | 5 | Good Friday, April 12 |
| 8-12 | 4 | 4 | 4 | |
| 15-19 | 5 | 5 | 5 | |
| 22-26 | 5 | 5 | 5 | |
| April 29-May 3 | 5 | 5 | 5 | |
| 6-10 | 5 | 5 | 5 | |
| 13-17 | 5 | 5 | 5 | |
| 20-24 | 5 | 5 | 5 | |
| May 27-May 31 | 4 | 4 | 4 | Memorial Day, May 30 |
| June 3- 7 | 5 | 5 | 5 | June 21--Report Cards Records p.m., June 20 Students report a.m. Records a.m., June 21 Students report p.m. |
| 10-14 | 5 | 5 | 5 | |
| 17-21 | 5 | 5 | 5 | |
| | *182 | 185 | *182 | |

* Three teacher orientation days to be determined for a total of 182 pupil attendance and membership days.

Under the rules approved by the State Board of Education, legal holidays and county and state teacher institute days cannot be counted as instruction days. Both were previously accepted as instruction days. Others not counted are days not in session because of strikes or teacher conferences, business-industry-education days, teacher workshop days, fair or 4-H days, days devoted to checking or issuing records, Good Friday and the Friday following Thanksgiving Day. A student instruction day is one in which teachers and at least 60 percent of the pupils are present and instruction is provided. Schools are not penalized when closed by storms, fires or health conditions.