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LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

between

THE SCHOOL DISTRICT

OF THE

CITY OF HIGHLAND PARK

and

THE HIGHLAND PARK

FEDERATION OF TEACHERS,

AFT-AFL-CIO

1972-1973

*Highland Park Federation of Teachers
Local 684, AFT
6 Pasadena*

Highland Park, Mich 48203

Highland Park

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TABLE OF CONTENTS

Recognition	1
Economic Items	10
General	22
Leaves of Absence	37
Community College	52
Summer School (K-12)	60
Grievance Procedure	61
Reservation of Rights	65
No Strike	65
Waiver	66
Conformity to Law	66
Duration	66
K-12 School Calendar 1972-73	68
College Calendar 1972-73	69
General Index	70
College Index	78

AGREEMENT

THIS AGREEMENT is made this 1st day of September, 1972, 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, K-12 department chairmen, psychological diagnosticians, special education teachers, system-wide department coordinators, assigned substitute teachers and nurses excluding:

Superintendent; Assistant Superintendent for Business; Assistant Superintendent for Curriculum; Assistant Superintendent for Personnel; Director of Instruction, College; President of College; High School Principal; Elementary Principals (large school); Director of Student Services, College; Middle School Principals; Director of Vocational and Continuing Education; Elementary School Principals (small school); Psychological Assistant; Director of Occupational Education; High School Assistant Principal; Director of Student Affairs, College; Supervisor of Extended Day Schedule, College; Director of Instructional Materials Center; College Administrative Assistant—Admissions Officers; College Administrative Assistant—Registrar; Department Chairmen, College; 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 Coordinator; business assistants and community school coordinators; college department chairmen; all supervisory employees as defined by law.

Wherever the term "teacher" is used, it is to include all members of the bargaining unit.

1.2—Agency Shop

(1) As a condition of employment, each member of the bargaining unit, beginning with (1) September, 1970, or (2) the first complete month following a date thirty calendar days after employment in the Bargaining Unit, whichever month is later, and monthly thereafter during September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.

(2) The effective date for termination of employment of any employee who fails to comply with this Section 1.2 shall be the end of the school year in which the employee's failure to comply with this Section 1.2 occurs.

(3) No employee shall be terminated under this Section 1.2 unless:

(a) The Union first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to the periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed authorization are tendered within thirty calendar days of such notice, he will be reported to the Board for termination as provided in this Section 1.2, and

(b) The Union has furnished the Board with a copy of the letter sent to the employee and notice that he has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that _____
(Name)

has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and

demands that, under the terms of the agreement, the Board shall terminate this employee.”

(4) The Board agrees, that within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution terminating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a checkoff authorization from such employee without the consent of the Union.

(5) If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on his behalf, contests a discharge or discharges under the provisions of this Section 1.2, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of Section 1.3 of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back pay liability or other damages imposed upon the Board, in any Teachers Tenure Act proceeding which may be initiated by the Board in order to implement the provisions of this Section 1.2.

1.3—Dues or Service Charge Checkoff

(1) During the life of this Agreement, the Board will deduct current uniform and periodic Highland

Park Federation of Teachers dues or service charge from the pay of each bargaining unit employee who voluntarily executes and delivers to the Board either of the following authorization forms (Form A or Form B):

FORM A

VOLUNTARY AUTHORIZATION FOR DEDUC- TION OF UNION DUES

Name _____

Social Security No. _____

School _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me monthly Union dues as certified to the Board by the financial officer of the Highland Park Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

(Signature of Employee)

(Social Security No. of Employee)

(Date of Signing)

(Date of Delivery to Board)

FORM B

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF SERVICE CHARGE

Name _____

Social Security No. _____

School _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me a monthly service charge as certified to the Board by the financial officer of the Highland Park Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

This authorization and direction shall be effective until revoked in writing by me, on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

(Signature of Employee)

(Social Security No. of Employee)

(Date of Signing)

(Date of Delivery to Board)

(2) The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under Section 1.2 of

the current collective bargaining agreement is \$____
per month for the months September through June.

Date _____

Signature _____
Union Financial Officer

Date of Delivery to Board _____

(3) Payroll deductions shall be made only from the pay due bargaining unit employees on the last payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen (15) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly Union dues or service charge also must be delivered to the Board at least fifteen (15) calendar days prior to the last payday of the calendar month on which the change is to become effective.

(4) A bargaining unit employee may revoke his "Voluntary Authorization" for deduction of Union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.

(5) All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

(6) The Board shall not be liable to the Union by reason of this Section 1.3 for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting

from any and all claims, demands, suits or any other action arising from compliance with this Section 1.3, or in reliance on any list, notice, certification or authorization furnished under this Section 1.3.

1.3-A

During the life of this Agreement the Board will not deduct dues or service charges for any teacher organization other than the Union.

1.4—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.

1.5—Statistics and Financial Information

The Board shall make available to the Union within five (5) 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.

1.6—List of Bargaining Unit Members

The Board will provide the Union each fall and early spring with a complete list of bargaining unit members and their appropriate budget categories (including building assignments) and salary levels.

1.7—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 within five working days after they have been approved by the Board.

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 (3) school days in advance, and (c) there is no conflict with other activities. The Principal shall advise the Union within one (1) 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.

All official circulars or bulletins intended for teachers shall be posted on school bulletin boards for the inspection of teachers and copies shall be made available to the Union and teachers on request.

1.12—Released Time to Administer Contract

During the 1972-73 school year:

(1) The Union President will be released for three (3) periods ($\frac{1}{2}$ day) in the afternoon of each day. His morning schedule will consist of two classes and one preparation period. The Union will reimburse the Board for this released time in an amount equal to one-half ($\frac{1}{2}$) of the President's annual salary. In the event of a change in the Union Presidency, equivalent released time will be negotiated.

(2) In addition, the Union President or his designate shall receive released time equivalent to a total of ten (10) days during the course of the school year to process grievances and to administer the contract. Requests for such released time shall be made to the unit administrator at least one school day in advance. The Union will reimburse the Board for this released time on the basis of the daily salary of the Union President or his designate, whichever is applicable in the particular case. The released time for participation in arbitration proceedings as provided in Section 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 mem-

ber 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 1972-73 school year:

1972-73

Steps	Bachelor's Degree	Master's Degree	Master's Degree + 30 sem. hrs.	Ph.D. or Ed.D.
0	8,950	9,750	10,150	10,550
1	9,350	10,250	10,650	11,050
2	9,750	10,750	11,150	11,550
3	10,150	11,350	11,750	12,150
4	10,650	11,950	12,350	12,750
5	11,150	12,650	13,050	13,450
6	11,650	13,350	13,750	14,250
7	12,250	14,150	14,550	15,050
8	12,850	14,950	15,350	15,950
9	13,550	15,750	16,150	16,850
10	14,450	16,650	17,050	17,850
15 and over	14,850	17,050	17,450	18,250

Advancement to the "Master's Degree plus 30 Semester Hours" track requires a Master's Degree plus 30 Semester Hours of graduate credit which post-date the Master's Degree; provided, however, that undergraduate credit may be allowed on written permission of the Superintendent or Personnel Director granted before course is taken.

2.2—School social workers who have completed a required two-year Master's Degree in social work shall be credited for salary purposes as being on the Master's Degree plus 30 Semester Hours schedule.

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 Com-

mission 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 (6) years for teachers who began employment after July 1, 1966; maximum of seven (7) years for teachers who began employment after July 1, 1967; maximum of eight (8) years for teachers who began employment after July 1, 1968; maximum of nine (9) years for teachers who began employment after July 1, 1969; maximum of ten (10) years for teachers who began employment after July 1, 1970.

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

Or

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

Classification: **Doctor's Degree Salary Schedule**
Trade and Industry teacher with a doctor's
degree in Trade and Industry only.

2.6—Special Rates

(1) Salaries for teaching of academic courses in summer school and night school will be as follows:

(a) Community College regular contractual staff—Ten per cent (10%) of the fourth level (Step 3) of the track indicated below for each three contact periods, with proration of salary for courses of more or less than three contact periods:

BA or MA degree—MA track.

MA + 30 semester hours—MA + 30 track.

Doctor's degree—Doctor's degree track.

(b) Community College instructors not on regular contract—Ten per cent (10%) of the base salary for the Bachelor's degree for each three contact periods, with proration of salary for courses of more or less than three contact periods, unless the teacher has a Master's or higher degree, in which latter case computation will be based on ten per cent (10%) of the base salary for the Master's degree for each three contact periods.

(c) Pre-Kindergarten through Grade 12—The hourly rate will be computed on the basis of one-tenth of one per cent (.001) of the base salary for the Bachelor's degree unless the teacher has a Master's or higher degree, in which latter case computation will be based on one-tenth of one per cent (.001) of the base salary for the Master's degree. (Teachers will be given written contracts stating a lump sum payment for teaching each complete course. The lump sum will be computed by multiplying the appropriate hourly rate times the number of hours to be taught for each course.)

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

(2) The rate for teaching of non-credit courses in night school will be \$6.00 per hour.

(3) The rate for driver-education (field work and class work), teaching homebound, class coverage, and committee work will be an hourly rate computed on the basis of one-tenth of one per cent (.001)

of the base salary for the Bachelor's degree unless the teacher has a Master's or higher degree, in which latter case computation will be based on one-tenth of one per cent (.001) of the base salary for the Master's degree.

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 hourly rate specified in Section 2.6(3).

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.

It is further understood that teachers will not be paid for lost preparation periods or lunch periods in cases of field trips or other activities away from school premises.

2.8—Insurance

(1) The Board agrees to pay the necessary premiums to provide group term life insurance for each member of the bargaining unit in the amount of \$5,000 for death and \$5,000 for accidental death and dismemberment.

(2) Bargaining unit members may elect either the Blue Cross-Blue Shield MVF-1 plan of hospital-medical-surgical insurance, including Master Medical (Option 4) and prescription drug coverage as described in the brochure furnished to the Union, or equivalent coverage under Community Health Association. For the duration of this Agreement, the Board agrees to pay the full premium for employee and dependents' semi-private coverage under either of said plans for all bargaining unit members who enroll, but not exceeding the cost of employee and

dependents' semi-private coverage under the Blue Cross-Blue Shield plan.

(3) 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.

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. A substitute shall become an assigned substitute on the sixteenth consecutive school day he or she has filled the same position, and shall continue as an assigned substitute for the duration of that assignment and for any subsequent continuous assignment during the balance of that school year.

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. They are entitled to life and hospitalization insurance coverage and to one sick leave day per month. When a teacher is appointed as an assigned substitute, the Union will be notified of the teacher's name and school and rate of pay and the effective date of the assignment not later than the fifth school day after the teacher is appointed.

If placed under contract, assigned substitutes will be granted credit in accordance with this Agreement for experience as such in Highland Park, as well as for any tenure or probationary contract experience within or outside of Highland Park.

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 busi-

ness with the Highland Park School Employees 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 authorized to travel as part of their teaching assignment will have a travel allowance of twelve cents (12c) per mile.

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—Teachers 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 ap-

plication 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 the Agreement. All assignments are annual and are non-contractual and non-tenure.

Auxiliary Schedules, 1972-73

(1) Substitute Teachers and/or Nurses

(a) Assigned Substitute

Per diem basis at salary rate equal to minimum starting salary appropriate to degree held:

	Rate
Bachelor's Degree	\$45.90/day
Master's Degree	50.00/day
Master's Degree + 30 sem. hrs.	52.05/day
Doctor's Degree	54.10/day

Non-degree assigned substitute
—per diem basis at salary rate
equal to minimum salary for
Bachelor's Degree—

45.90/day

(b) Class Coverage

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.

Rate
Hourly rate based on B.A. or M.A. degree (See Sections 2.6(3) and 2.7)

(2) Counsellors, Middle School, High School, and College

(10 calendar months, excluding regularly scheduled vacations during school year)

Rate
\$800.00

(3) High School Department Chairmen (School year plus equivalent of at least one week)

High School Department chairmen with 15 or more members in their de-

partments 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>Rate</u>
H.S. English Dept. Chairman	2	\$800
H.S. Social Studies Dept. Chairman	1	800
H.S. Mathematics Dept. Chairman	1	700
H S. Science Dept. Chairman	1	600
H.S. Industrial-Tech. Dept. Chairman	1	600
H.S. Business Education Dept. Chairman	1	500
H.S. Languages Dept. Chairman	0	700
H.S. Art. Dept. Chairman	0	600
H S. Special Education Dept. Chairman	0	700
H.S. Home Economics Dept. Chairman	0	600
H.S. Girls' Physical Education Dept. Chairman	0	700
H.S. Boys' Physical Education Dept. Chairman	0	800
(4) Superivisors—System-Wide (School year plus equivalence of 2 weeks)		
Counseling and Guidance, System- wide Supervisor	1	800
Instrumental Music, System- wide Supervisor	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

Rate**(5) Consultants**

Consultant, Instructional Materials and Assistance Centers	800
Corrective Reading Consultant	300
Instructional Materials Consultant	300

(6) Psychological Diagnostician 500**(7) Special Education**

Special Education Teacher	300
Visiting Teacher	300
Tutor for Homebound Students	Hourly rate based on B.A. or M.A. degree (See Sec- tion 2.6(3))

Rate**(8) Miscellaneous**

High School Publications Sponsor	\$690
College Publications Sponsor	690
Dramatics Coach—High School	690
Dramatics Coach—College	690
H.S. Senior Class Washington Trip Sponsor	575
Instrumental Music Teacher	345
Major Middle School responsibilities— \$230 additional	
Major High School responsibilities— \$345 additional	
(See Section 3.42 of this Agreement)	
Director WHPR	575

(9) Vocational Trade and Industry Teachers

See Section 2.5 of this Agreement for
Salary Schedule placement.

(10) Athletics

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

(a) Athletics—High School Boys

Head Football Coach	1208
Assistant Football Coach	805
Assistant Football Coach	805
Head Reserve Football Coach	805
Assistant Reserve Football Coach	673
Freshman Football Coach	673

Athletics Continued**Rate**

Assistant Freshman Football Coach	575
Head Basketball Coach	1208
Reserve Basketball Coach	805
Freshman Basketball Coach	673
Wrestling Coach	805
Assistant Wrestling Coach	575
Head Swimming Coach	1208
Assistant Swimming Coach	805
Freshman Swimming Coach	673
Head Track Coach	805
Assistant Track Coach	604
Freshman Track Coach	518
Head Baseball Coach	805
Assistant Baseball Coach	604
Freshman Baseball Coach	518
Golf Coach	541
Cross Country Coach	805
Tennis Coach	673
(b) Athletics—Middle School Boys	
Head Football Coach	604
Assistant Football Coach	460
Swimming Coach	604
Head Basketball Coach	604
Assistant Basketball Coach	460
Track Coach	460
Gymnastics Coach	460
(c) Athletics—High School Girls	
Athletics Director for High School and Middle Schools	805
Hockey Coach	673
Swimming Coach	673
Basketball Coach	805
Intramural Sports Coach	673
Tennis Coach	673
Cheerleaders Coach	805
Dance Club Coach	673
Aquatics Coach	403
(d) Athletics—Middle School Girls	
Hockey Coach	403
Swimming Coach	403
Basketball Coach	403
(e) Athletics—College Men	
Head Basketball Coach	1208

(11) **Summer School, Late Afternoon,
Evening Teachers**

(a) **Community College regular contractual staff**—Ten per cent (10%) of the fourth level (Step 3) of the track indicated below for each three contact periods, with proration of salary for courses of more or less than three contact periods:

BA or MA degree—MA track

MA + 30 semester hours—MA + 30 track

Doctor's degree—Doctor's degree track.

(b) **Community College instructors not on regular contract**—Ten per cent (10%) of the base salary for the Bachelor's degree for each three contact periods, with proration of salary for courses of more or less than three contact periods, unless the teacher has a Master's or higher degree, in which latter case computation will be based on ten per cent (10%) of the base salary for the Master's degree for each three contact periods.

(c) **Teachers of H.S. Credit Courses below the College level, other than driver education instruction:**

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

(d) **Driver Education Teachers:**

Hourly rate computed at one-tenth of one per cent (.001) of base salary for Bachelor's degree or Master's degree (See Section 2.6(3) of this Agreement).

(e) **Teachers of night school non-credit Courses**

\$6.00/hr.

(12) **Vocational teacher in K-12 holding a Secondary Provisional or Secondary Permanent Vocational Certificate and teaching in a reimbursable K-12 program where such certificate is required for reimbursement.**

\$300

2.18—Pay Option

Teachers shall have the option to be paid their salaries in equal installments over either a ten-month or a twelve-month period.

III. GENERAL

3.1—Transfer and Re-Assignment; Posting of Specific Vacancies

Any teacher who desires a transfer or reassignment 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 reassignment in this manner will be given consideration before new employees. Any specific vacancy not filled by transfer or reassignment of existing personnel will be posted in all school buildings (during the summer, at Board offices) at least five (5) 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 reassignments will be communicated in writing to all persons involved within 10 days after the decision is made, and a written statement of reasons will be furnished upon written request of the teacher involved. A decision denying transfer or reassignment 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 reassignment who has been denied such request on the basis of essentiality in present position shall not again be denied transfer or reassignment on the basis of essentiality in that position, and the teacher's request shall remain on file for two (2) 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 reassignment 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 (2) 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 tentative assignments for the coming year not later than May 15 of the current school year. It is recognized that change in circumstances may require change in assignments. In such cases, the teacher shall be notified in writing, within three (3) 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 requirement, 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.

Any teacher to be transferred after commencement of the school year shall be given at least one week's notice in writing, unless unforeseen circumstances require transfer on shorter notice.

3.6—Preparation Periods

Each High School and Middle School teacher shall have at least five 55-minute preparation periods per full school week. Teachers in grades K-5 shall receive at least 200 minutes of preparation time per full school week apart from recess, as follows:

(a) Teachers in grades 4 and 5 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. No teacher will be assigned lunch room duty 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. Each teacher shall also be provided a clothing locker and mail box where space is available.

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 and furnished to the Union President. 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. Such applications shall be submitted in duplicate, and the Personnel Director will return to the applicant within 5 days one copy of the request stamped, signed, or initialed to acknowledge receipt. When the Superintendent has decided who is to be recommended for appointment to the position he shall notify the person within five (5) school days, and shall indicate that appointment to the position is without tenure and is subject to approval by the Board. After the Board has confirmed the appointment, all unsuccessful applicants will be notified within not more than 10 days.

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 and Night School 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 (5) school days before such position shall be filled. Teachers shall not hold more than two (2) extra-curricular positions provided another qualified person is available.

All teachers in the bargaining unit shall have equal opportunity to qualify for night school teaching. Job openings shall be posted in all school buildings and applicants shall be selected in the same manner as for other posted positions.

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.

Teachers shall not be required to be present when special teachers such as teachers of art, music, physical education, etc., are working with the pupils. This time may be used for additional preparation time by the teacher, except that any excess of such time over contractual preparation time shall be subject to assignment.

3.14—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.

3.15—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 (2) 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. If the Board

declares the position vacant, it will be posted as provided in Section 3.11. The displaced chairman will be immediately notified of the Board's action.

In the event a department chairmanship becomes vacant (by Board action or otherwise) before the incumbent has served two (2) school years, the above procedure will be followed as soon as the vacancy occurs.

3.16—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 Service Staff (if appropriate). The principal will provide the teacher with a written

memorandum of the recommended plan of action within five school days after the conference.

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

3.17—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.

3.18—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.

3.19—Notice of Meetings

Normal procedure with respect to system-wide or building meetings will be to notify teachers of such meetings, and provide them with agendas, two (2) days in advance. It is recognized that meetings on shorter notice and without agendas may sometimes be necessary, but it is understood that this will occur only where the need for the meeting arises

at such a time as to make compliance with this provision impracticable.

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 (8) 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 (8) 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 (8) 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 (.001) of the B.A. minimum salary, unless the teacher has a Master's or higher degree, in which latter case computation will be based on one-tenth of one per cent (.001) of the base salary for the Master's degree.

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

Teachers' 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 educational 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 textbooks 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 (10) 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 (10) 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 (5) school days before appointments of teachers are made, and the Union building representative will have five (5) 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 and Conferences

Upon recommendation by the Principal and approval by the Personnel Director or the Superintendent, reasonable released time for the purpose of attending educational workshops or conferences dealing with teaching methods, curriculum development, or other matters directly related to the improvement of instruction may be granted to any member of the bargaining unit. No deduction in pay or charge against any current leave allowance shall be made for such released time. The teacher will be reimbursed for all reasonable travel, food, lodging, and conference expenses. The rate of mileage when use of a car is authorized shall be ten cents (10c) per mile.

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.

Placement in or discharge of students from special education classes shall follow the current rules and regulations established by the State Department of Education.

3.35—Deleted in 1970 negotiations.

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. A typewriter will be placed in each teacher workroom for teacher use.

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.

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 Forty Five Dollars (\$345.00) per year, except that those instrumental music teachers with major middle school responsibilities shall be paid an additional Two Hundred Thirty Dollars (\$230.00) per year, and that those with major high school responsibilities shall be paid an additional Three Hundred Forty Five Dollars (\$345.00) 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.

A teacher shall have the right to have removed from his file any material placed therein in violation of the foregoing provisions.

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—Calendar

The K-12 school calendar attached to this Agreement shall be in effect for the 1972-73 school year.

3.47—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.

3.48—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.

3.49—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. An administrator will sign a criminal complaint wherever this is legally permissible and the teacher so requests.

Time lost or absences resulting from assault while performing any duties including extra-curricular, night school and summer school, are not to be charged against sick leave although the teacher's regular gross earnings will be maintained until the teacher is able to perform his duties, provided that the assault has been duly reported under existing procedures and the teacher is under the care of a physician.

3.50—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.

3.51—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.

3.52—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.

3.53—Para-Professionals

A para-professional employed in a school will work under the guidance and direction of certificated teachers. The para-professional's tasks are clerical, monitorial, and/or reinforcement of instruction. The following tasks are professional and are performed by the teacher, not the para-professional: diagnose student needs, prescribe instructional programs, select appropriate materials, present or teach content, counsel with students, evaluate student progress and achievement.

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. Sec. 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 (7) consecutive years of service as a full time employee.

(d) A maximum of two (2) per cent 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) per cent 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 per cent, 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 control 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 individual 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 1967-68 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 placement on the basic salary schedule. Staff members 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 in-

jure the school program. Such leave may be for one-half ($\frac{1}{2}$) 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 toward 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.

If request for resumption of employment at the beginning of a school year is submitted by the preceding March 1, the teacher will be returned at the beginning of such school year to a position in the School District for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding October 15, the teacher will be returned at the beginning of such second semester to a position in the School District for which the teacher is qualified if a vacancy in such a position then exists; if no such vacancy then exists, the teacher will be returned at the beginning of the ensuing school year to a position in the School District for which the teacher is qualified.

4.3—Maternity Leave of Absence

(1) The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the teacher and certification of pregnancy by the teacher's physician. Such leaves will be counted as credit toward steps on any salary schedule.

(2) The teacher shall notify the administrator in charge of Personnel by a written statement from

her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the teacher can continue full time employment in her position without either (a) danger to the teacher's health or that of the child, or (b) impairment in any way of the teacher's ability to perform her duties.

(3) The effective date of separation for maternity reasons shall be the date specified by the teacher's physician as described in sub-section (2) above.

(4) Within two weeks after delivery, the teacher shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the teacher herself is concerned and without respect to any aspect of care and feeding of the child, the teacher is able to resume full time employment in her position without danger to the teacher's health and without impairment in any way of the teacher's ability to perform her duties.

(5) The date of resumption of employment in her position shall be the date specified by the teacher's physician as described in sub-section (4) above.

(6) The teacher may apply up to 20 days of sick leave to her maternity leave, provided this number does not exceed the number of sick leave days to which she is entitled when her maternity leave begins.

(7) The Board reserves the right, at its option and expense, to have the teacher examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section (4) above. The teacher will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the teacher with a statement specifying the same information as that required from the teacher's physician as described in sub-section (4) above. In the event of conflict between the statements of the two physicians, the statement of the Board-designated physician shall control.

(8) It is agreed that the failure of any teacher to comply with any of the foregoing requirements shall be just cause for termination of her services.

4.4—Child Care Leave of Absence

(1) The Board of Education shall grant a leave of absence without pay for care of a teacher's new-born child upon written request for such leave by the teacher, and certification of the birth by the teacher's physician. Such leaves will not be counted as credit toward steps on any salary schedule.

(2) The request for child care leave shall be submitted at the same time as the request for maternity leave described in Section 4.3 above. The child care leave will begin at the date for expiration of maternity leave as described in Section 4.3(4) above, and will end, at the teacher's option, at the beginning of either the first or second school year following expiration of the maternity leave, and at no other time.

Examples:

(a) Child born April 1, 1973. Maternity leave expires April 15, 1973. Child care leave expires, at teacher's option, either at beginning of 1973-74 school year or at beginning of 1974-75 school year.

(b) Child born October 15, 1973. Maternity leave expires November 7, 1973. Child care leave expires, at teacher's option, either at beginning of 1974-75 school year or at beginning of 1975-76 school year.

The teacher shall specify her election as to the ending date of child care leave in her application for such leave. Such election may not thereafter be changed without written consent of the Superintendent.

(3) Upon expiration of child care leave, the teacher will be returned to a position in the school district for which she is qualified, at the salary schedule step for which she was eligible when she left on maternity leave; provided, however, that a teacher who completes five months of teaching during the school year in which maternity leave is granted will be credited with an increment on the salary schedule.

4.5—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 (90) days from the date of said release or discharge.

4.6—Personal Business Leave

(1) A staff member will be allowed absences with pay, totaling not more than five (5) 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 (3) 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 President of the College). 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.

4.7—Family Leave

Leave, with pay, for not more than five (5) 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.

4.8—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.

Provided further, that in cases of assault covered by Section 3.50 of this Agreement, the employee shall be continued on the payroll until able to perform his duties as provided in said Section 3.50, and any payments he receives under the Michigan Workmen's Compensation Act will be credited toward his gross earnings, and no portion of the time lost will be charged against his sick leave reserve.

(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.

(13) Full time contractual Highland Park teachers who are employed in summer school (K-12 or College) will receive one sick leave day for each twenty (20) school days of summer school employment.

4.9—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 (3) 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 (3) 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.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the teacher will be returned at the beginning of such school year to a position in the School District for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the teacher will be returned at the beginning of such second semester to a position in the School District for which the teacher is qualified if a vacancy in such a position then exists; if no such vacancy then exists, the teacher will be returned at the beginning of the ensuing school year to a position in the School District for which the teacher is qualified.

4.10—Leave to Serve Teacher Organization

(1) Any teacher who has been employed by the Board for a minimum period of three (3) 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 (4) 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.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the teacher will be returned at the beginning of such school year to a position in the School District for which the teacher is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the teacher will be returned at the beginning of such second semester to a position in the School District for which the teacher is qualified if a vacancy in such a position then exists; if no such vacancy then exists, the teacher will be returned at the beginning of the ensuing school year to a position in the School District for which the teacher is qualified.

4.11—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 leave during the school year, without expense compensation, to attend Union conventions or major Union meetings. Applications shall be made at least three (3) 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. The Union will reimburse the Board for any such leave days on the basis of the daily salaries of the teachers involved.

V. COMMUNITY COLLEGE

Highland Park Community 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

Teachers will not be required to handle clerical aspects of registration for the fall, spring, or summer semesters or sessions. Teachers will continue to advise students during registration concerning their programs.

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 Arrangements; Classrooms

(1) Each full time, contractual teacher will be provided space in a clean two or three-man office separate from classrooms or laboratories. Each faculty member will have his own private desk, chair, filing cabinet, and bookcase or shelves.

(2) Each department will be provided at least one full time, professional secretary.

(3) Classrooms shall be clean, and every effort shall be exerted to keep such classrooms as well maintained as possible.

(4) Each counsellor shall have the use of a private office free from office machines and filing cabinets, except for the counsellor's own files.

5.4—Grade Recording Periods

(1) Mid-semester grades are due at 12:00 noon on the fifth (5th) calendar day following the last scheduled mid-semester examination.

(2) Final grades are due at 12:00 noon on the fifth (5th) calendar day following the last scheduled final examination.

5.5—Assignment Procedures

Each College department shall elect a representative committee to assist the department chairman in carrying out his responsibility in designing schedules for class meetings and program offerings. Methods of ascertaining student sentiment as to course offerings will be developed.

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 considering professional qualifications, graduate majors and minors in a subject area will be given greater weight than undergraduate majors and minors respectively. 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 among the 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 (2) times in any school year.

5.8—Extra-Contractual Staffing

Procedures for employing Community College extra-contractual staff shall be as follows:

(1) The Personnel Director will recommend the extra-contractual personnel to be employed in the Community College to the Superintendent who will, in turn, recommend the approval of said personnel to the Board of Education.

(2) Personnel to be recommended for extra-contractual employment will be selected in the following manner:

(a) After the extra-contractual courses to be offered have been determined, the department chairman will canvass the department for those teachers who will be available for extra-contractual 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 extra-contractual faculty to the President of the College.

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

(d) The following criteria will apply in the employment of extra-contractual personnel:

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 (2) 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 semester or 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 furnished contracts by May 15. Personnel who are selected for extra-contractual employment during the regular semesters will be furnished contracts by July 1 for first semester

classes and December 15 for second semester classes. The contract will state:

(a) The dates of the extra-contractual semester or 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).

(c) The rate of compensation.

(d) Extra-contractual employment which is tentative and must be conditioned on class enrollments shall be so stated at the time the contract is issued.

(4) Promptly after receiving the above notification, the teacher involved will advise the Personnel Director of his acceptance by returning one copy of the extra-contractual contract.

(5) Extra-contractual employment during the fall and spring semesters may be equivalent to, but not more than, six contact periods per semester. In unusual circumstances, eight contact hours may be considered if no more than one preparation is involved.

5.9—Class Size

The President 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 (2) school years of service as department chairman. In the preceding April, all teachers in the department may file with the President 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 (2) school years, the above procedure will be followed as soon as the vacancy occurs.

5.11—College Schedules and Load

(1) A normal week shall be limited to the days Monday through Friday. Employment on Saturdays is voluntary; such employment is extra-contractual unless prior written consent of the teacher is obtained.

(2) Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six (6) hours apart, and the span of class time shall not exceed seven (7) consecutive hours, without the prior written consent of the teacher. A teacher employed prior to the 1967-68 school year may be assigned a class after 5:00 p.m. as a part of his regular load only with his prior written consent.

(3) A contact period is any fifty-minute classroom session, including laboratory periods and small discussion or quiz sections.

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

(a) Not exceeding sixteen (16) contact periods per week per semester, nor exceeding thirty (30) contact periods in two (2) consecutive semesters per academic year, except that the load for those English and Business English teachers having two or three composition classes will be twelve (12) contact periods per week. It is understood that no English or Business English teacher will be assigned more than three (3) composition classes per semester.

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

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

(5) No full-time, contractual, non-tenure teacher shall be required to teach more than two (2) preparations in any one semester. No full-time, contractual, tenure teacher shall be required to teach more than three (3) preparations in any one semester without his prior written consent.

(6) The subject of the numbers of students which may be appropriate in large group lectures and other instructional situations will be jointly investigated.

5.12—College Substitutes

(1) The compensation for full time, contractual teachers who substitute for their absent colleagues will be Thirteen Dollars (\$13.00) per contact period of substitution.

(2) Beginning with the third day of an instructor's absence, a regular, qualified substitute will be employed whenever possible.

5.13—Book Store Purchases

All College faculty members shall be able to purchase from the College book store at cost text books and supplies normally stocked by the College book store and not regularly provided by the Board of Education through requisition.

5.14—Vocational-Industrial Program

The terms "Trade and Industry" will be hereafter designated "Vocational-Industrial."

5.15—College Calendars

The Community College Calendar for 1972-73 attached hereto will be in effect as indicated therein.

5.16—Academic Freedom at Community College

(1) ~~When~~ When a 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.

(2) Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence. Teachers shall be free to present instructional materials which are pertinent to the subject and level taught and consistent with course objectives.

(3) The presence of any communications monitoring device during the meeting of class shall be with the prior approval of the teacher concerned.

5.17—Tuition Waiver

All full time, contractual members of the bargaining unit and their spouses and children shall be allowed to take courses at the College for credit without payment of tuition. Such persons shall not be

counted in determining the minimum number of students required to warrant conducting a class.

5.18—Tenure at Community College

The provisions of the Tenure Act of the State of Michigan shall apply to Highland Park Community College and the parties agree not to raise the question of jurisdiction of the Tenure Commission or coverage of the Tenure Act in any proceedings before the Tenure Commission. However, if on appeal of any Tenure Act proceedings instituted by the Board against any College teacher the Tenure Commission should rule on its own motion that such teacher is not covered by the Tenure Act and that therefore the Tenure Commission does not have jurisdiction, the Union may then refer the matter to Step 5 of the Grievance Procedure as set forth in Article VII of this Agreement by delivering written notice of its desire to arbitrate to the President of the Board of Education within ten (10) school days after the Union's receipt of the decision of the Tenure Commission declining jurisdiction.

The provisions of Step 5 of the Grievance Procedure shall apply, except that (a) the issue to be ruled upon by the Arbitrator shall be whether the teacher was discharged or demoted for reasonable and just cause, and (b) the arbitrator shall make his ruling on the basis of the transcript of the hearing held before the Board of Education and such additional evidence, not merely repetitious or cumulative of matters in the transcript, as the arbitrator shall elect to receive. The parties may argue orally or submit briefs to the arbitrator, as he shall direct.

VI. SUMMER SCHOOL (K-12)

6.1—School and Subjects

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

6.2—Procedures

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 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 will be followed:

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 (15) 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 (10) 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 (10) 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 (10) school days after the 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 (10) 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 (20) 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 (10) 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 (10) 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 (5) 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 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 representatives 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 1, 1972 and shall continue in full force and effect until September 1, 1973. At any time subsequent to February 1, 1973, 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 (20) 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 1st day of September, 1972.

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

By Willie R. Smith
Its President

HIGHLAND PARK FEDERATION OF TEACHERS AFT-AFL-CIO

By Isabel Terri
Its President

and

NEGOTIATING COMMITTEE:

James H. Ross

Francine McCalloway

William W. [Signature]

Rachelle J. [Signature]

K-12 SCHOOL CALENDAR 1972-73

	Week	Teacher Work Days	Pupil Attendance Days	
Sept.	4- 8	4	3	School Closed -
	11-15	5	5	Labor Day Sept. 4
	18-22	5	5	
	25-29	5	5	
Oct.	2- 6	5	5	
	9-13	5	5	
	16-20	5	4	Local School Work-
	23-27	5	5	shop Oct. 20, 1972
Nov.	30-Nov. 3	5	5	
	6-10	5	5	
	13-17	5	5	
Nov.	20-24	3	3	Thanksgiving Re-
Nov.	27-Dec. 1	5	5	cess—School
Dec.	4- 8	5	5	closed Nov. 23, 24
	11-15	5	5	(inclusive)
	18-22	2	2	Christmas Recess -
Jan.	1- 5	4	4	School closed Dec.
	8-12	5	5	20-Jan. 1 (inc.)
	15-19	5	4	Black Heritage Day
	22-26	5	5	Schools closed
Feb.	29-Feb. 2	5	5	Jan. 15
	5- 9	5	5	
	12-16	5	5	
	19-23	5	5	
March	26-March 2	5	5	
	5- 9	5	5	
	12-16	5	5	
	19-23	5	5	
April	26-30	5	5	
	2- 6	5	5	
	9-13	5	5	
	16-20	3	3	Easter Recess -
May	30-May 4	5	5	April 19-27 (inc.)
	7-11	5	5	
	14-18	5	5	
	21-25	5	5	
June	28-June 1	4	4	Memorial Day -
	4- 8	5	5	May 28
	11-15	5	5	
		185	182	

COLLEGE CALENDAR 1972-73

FALL SEMESTER, 1972

Aug. 21-25	Registration & Conference	
Aug. 28	Classes begin	
Sept. 4	Labor Day	
Nov. 23-26	Thanksgiving Recess	
Dec. 14-19	Final examinations	
Dec. 20-22	Conference days	
Dec. 22	Grades due	
	Instruction Days	75
	Examinations	4
	Registration & Conf.	8
		87
	Saturday classes	15
	Examinations	1
		103

SPRING SEMESTER, 1973

Jan. 8-12	Registration & Conference	
Jan. 15	Classes begin	
Feb. 19	Malcolm X Day	
April 19-29	Spring recess	
April 30	Classes resume	
May 14-18	Final examinations	
May 21-25	Conference days	
May 23	Final grades due	
May 25	Commencement	
	Instruction Days	77
	Registration & Conf.	10
	Final examinations	5
		92
	Saturday classes	15
	Examinations	1
		108

GENERAL INDEX

- Absence report form 4.8 50
- Absence without pay 4.2 42
- Advance meeting notice 3.19 28
- Accommodations 2.14 16
- Acting status 3.11 25
- Advancement on salary schedule 2.16 16
- After-school duty 3.17 28
- Agency shop 1.2 2
- Agenda, Board 1.7 7
- Agenda for faculty meeting 3.19 28
- Aide, teacher 3.44 35, 3.53 37
- Announcement, emergency closing 3.47 36
- Arbitration, released time 1.13 9
- Art room 3.32 33
- Assault 3.49 36
- Assigned substitute 2.9 15, 2.17 17
- Assignment 3.1 22, 3.10 25
- Assignment, homework 3.33 33
- Assignment, non-contractual 2.17 17
- Assignment, notification 3.3 23
- Assignment, subject area 3.10 25
- Athletics coach 2 17 19
- Authorization form 1.3 4
- Auto parking 3.26 30
- Auxiliary assignment 2.17 17
- Auxiliary salary 2.17 19, 3.20 29
- Bargaining agent 1.11 8
- Bargaining representative 1.1 1
- Bargaining unit 1.1 1
- Bargaining unit member 1.6 7
- Blue Cross 2.8 14
- Board agenda 1.7 7
- Bulletin 1.11 9
- Bulletin board 1.8 8, 1.11 9
- Business leave, personal 4.6 46
- Cabinet, filing 3.9 25
- Calendar K-12 3.46 35, 68
- Camping trip 2.14 16
- CHA 2.8 14
- Certification 2.16 16, 3.10 25
- Chairman, department K-12 3.15 26
- Certification of financial officer 1.3 6
- Checkoff 1.3 3
- Chest X-ray 3.21 29
- Child care leave 4.4 45
- Circulars 1.11 9
- Citizen rights 3.45 35
- Class coverage rates 2.6 13, 2.7 14, 2.17 17

Class size 3.14 26
 Classroom control 3.16 27
 Closing announcement, emergency 3.47 36
 Clothing locker 3.9 25
 Coach, auxiliary salary 2.17 19
 College items—See College Index
 Committee 3.20 29, 3.28, 3.29 31
 Committee work rates 2.6 13
 Community College—See College Index
 Community Health Association 2.8 14
 Complaint, parent 3.48 36
 Conditions of employment 3.51 36
 Conference, educational 3.31 32
 Conference, parent-principal-teacher 3 48 36
 Conference, parent-teacher 3.18 28, 3.38 33
 Conference, released time 3.31 32
 Conformity to law 66
 Consultant, auxiliary salary 2.17 19
 Contract, summer school 6.2 60
 control 3.16 27
 Counsel, legal 7.5 64
 Counselor, auxiliary salary 2.17 17
 Credit 2.12 16, 3.36 33
 Credit, experience 2.4 11, 2.9 15
 Credit union 2.10 15
 Curriculum development 3.20 29, 3.28 31, 3.29 31
 Deduction 1.3 6, 1.3A 7
 Deduction for credit union 2.10 15
 Deduction of dues 1.3 4
 Denial of tenure 7.9 65
 Department chairman K-12 2.17 17, 3.15 26
 Designate of union president 1.12, 1.13 9; 7.2 62
 Designee of superintendent 2.5 11, 7.2 62
 Desk space 3 9 25
 Discipline 3 16 27
 Discrimination, non 1.4 7
 Discussion of grievance 7.7 65
 Dramatics coach, auxiliary salary 2.17 19
 Driver education rates 2.6 13, 2.17 21
 Drug coverage 2.8 14
 Dues 1.2 2, 1.3 3
 Duration 66
 Duties, non-classroom 3.17 28
 Duty-free lunch period 3.8 25
 Duty, jury 2.3 10
 Economic items 10
 Educational conference 3.31 32
 Electronic device 3.37 33
 Emergency closing announcement 3.47 36
 Employment conditions 3.51 36

Evaluation 3.43 35
Evening teacher, auxiliary salary 2.17 21
Examination, physical 3.22 30, 4.3 44, 4.8 47
Examination, tuberculosis 3.21 29
Exchange teaching leave 4.9 50
Expenses 2.11, 2.13 16; 3.31 32
Experience credit 2.4 11, 2.9 15
Experience report 3.43 35
Experience statement 2 16 16
Extra-curricular group trip 2.11 16
Extra-curricular position posting 3.12 26
Facilities, planning 3.28, 3.29 31
Faculty meeting 3.19 28
Family leave 4.7 47
Field trip 2.14 16
File, teacher 3.43 35
Filing cabinet 3.9 25
Financial information 1.5 7
Financial officer certification 1.3 6
Food expenses 2.11 16, 3.31 32
General 22
Grades 3.33 33
Grievance procedure 7.1 61
Homebound rates 2 6 13
Homework 3 33 33
Hospital insurance 2.8 14
Identification on materials 1.11 8
Illness 3.23 30
Illness leave 4.3 44, 4.8 47
Industry and trade teacher 2.5 11
Information, financial 1.5 7
Injury 4.8 49
Inservice course 3.36 33
Instructional improvement 3.31 32
Instructional matters 3.28 31
Instrumental music 2.17 18, 19, 3.42 34
Insurance 2 8 14
Inter-departmental transfer 3.5 24
Inter-school transfer 3.5 24
Interview, parent-teacher 3 38 33
Interview with superintendent 7.9 65
Job description 3.11 25
Jury duty 2.3 10
Late afternoon teacher 2.17 21
Layoff 3.4 23, 4.8 48
Leave, child care 4.3 45
Leave, family 4.7 47
Leave, maternity 4.3 43
Leave, military 4.5 45
Leaves of absence 37

Leave, personal business 4.6 46
 Leave, personal, without pay 4 2 42
 Leave, sabbatical 4.1 37
 Leave, sick 3.49 36, 4.3 44, 4.8 47
 Leave, sick, substitute 2.9 15
 Leave, sick, summer school 4.8 50
 Leave to attend Union convention or major Union meeting 4.11 52
 Leave to improve professional techniques or instruction 3.30 32
 Leave to serve teacher organization 4.10 51
 Leave to teach in foreign country 4.9 50
 Leaving building 3.7 24
 Legal counsel 7.5 64
 Library 3.41 34
 Life insurance 2.8 14
 List of teachers 1 6 7
 List, supply 3.39 34
 Load, class 2.14 26
 Locker 3.9 25
 Lodging accommodations 2.14 16
 Lodging expenses 2.11 16
 Lodging reimbursement 3.31 32
 Loss, property 3.50 36
 Lounge 3.24 30, 3.40 34
 Lunch period 3.8 25
 Lunchroom 3 25 30
 Mail box 1.14 9, 3 9 25
 Major committee 3.20 29
 Master medical 2.8 14
 Master supply list 3.39 34
 Materials given teachers 1.11 8
 Materials selection 3.28, 3.29 31
 Maternity leave 4.3 43
 Meeting, Board 1.7 7
 Meeting between Union and principal 1.10 8
 Meeting between Union and superintendent 1.10 8
 Meeting, faculty 3.19 28
 Meeting notice 3.19 28
 Meeting, Union 1 9 8
 Meeting, Union-sponsored 3.31 33
 Meeting with administrator 1.10 8
 Methods, teaching 3.31 32
 Middle school art room 3.32 33
 Mileage 2.13 16, 3.31 32
 Military leave 4.5 45
 Minor committee 3.20 29
 Minutes, Board 1.7 7
 Music, instrumental 2.17 19, 3.42 34
 Nervous disorder 3.23 30

Night school position 3.12 26
 Night school rates 2.6 13, 2.17 21
 No strike 65
 Non-classroom activities K-12 3.17 28
 Non-contractual assignment 2.17 17
 Non-discrimination 1.4 7
 Non-tenure assignment 2.17 17
 Notice of faculty meeting 3.19 28
 Notice of vacancy 3.11 25
 Notification of assignment 3.3 23
 Notification to Union 7.6 64
 Official circular 1.11 8
 Open house 3.17 28
 Operation of school 3.29 32, 3.20 29
 Paraprofessional 3.44 35, 3.53 37
 Parent complaint 3.48 36
 Parent-principal-teacher conference 3.48 36
 Parent-teacher conference 3.18 28
 Parent-teacher interview 3.38 33
 Parking 3.26 30
 Pay option 2.18 21
 Payroll deduction 1.3 3, 2.10 15
 Personal business leave 4.6 46
 Personal illness leave 4.8 47
 Personal leave without pay 4.2 42
 Physical examination 3.22 30, 4.3 44, 4.8 47
 Planning 3.28, 3.29 31
 Posting of extra-curricular and night school position 3.12 26
 Posting of personnel needs 3.2 23
 Posting of vacancy 3.1 22, 3.11 25, 3.12 26, 3.15 27
 Posting on bulletin board 1.11 9
 Pregnancy 4.3 44
 Preparation period 3.6, 3.7 24; 3.13 26
 Prescription drug coverage 2.8 14
 President, Union 1.12, 1.13 9
 Principal meeting with Union 1.10 8
 Principal-teacher-parent conference 3.48 36
 Probation 7.9 65
 Prohibition of discussion 7.7 65
 Promotion 3.11 25
 Property loss 3.50 36
 PTA meeting 3.17 28
 Publications sponsor, auxiliary salary 2.17 19
 Pupil-teacher ratio K-12 3.14 26
 Rate, assigned substitute 2.9 15, 2.17 17
 Rate, class coverage 2.17 17
 Rates, special 2.6 13
 Re-assignment 3.1 22
 Recall 3.4 23, 4.8 48

Recognition 1.1 1
 Recommendation for committee 3.29 31
 Record of certification 2.16 16
 Reduction in personnel 3.4 23
 Reimbursement 3.31 32
 Released time, arbitration 1.13 9
 Released time, conference 3.31 32
 Released time for department chairman 2.17 18
 Released time for grievance chairman 1.12 9
 Released time for parent-teacher conference 3.18 28
 Released time for Union president 1.12 9
 Released time for Union-sponsored meeting 3.31 33
 Released time to administer contract 1.12 9
 Released time, workshop 3.31 32
 Removal of student 3.16 27
 Report, experience 3.43 35
 Report form, absence 4.8 50
 Report of committee 3.28 31
 Request for transfer 3.1 22
 Reservation of rights 65
 Restroom 3.25 30
 Retirement 3.52 37
 Room, art 3.32 33
 Rights as citizen 3.45 35
 Rights, reservation 65
 Sabbatical leave 4.1 37
 Salary, advancement on schedule 2.16 16
 Salary, auxiliary 2.17 17, 3.42 34
 Salary change 2.15 16
 Salary, committee work 2.6 13, 3.20 29
 Salary, class coverage 2.6 13, 2.17 17
 Salary, driver education 2.6 13, 2.17 21
 Salary, night, non-credit 2.17 21
 Salary, night school 2.6 13
 Salary schedule 2.1 10
 Salary schedule advancement 2.16 16
 Salary option 2.18 21
 Salary, social worker 2 2 10
 Salary, substitute 2.9 15
 Salary, teaching homebound 2.6 13
 Salary, trade teacher 2.5 11
 Salary, summer school 2.6 13, 2.17 21
 School operation, organization 3.20 29, 3.29 32
 Security 3.27 30
 Selection of textbook 3.28, 3.29 31
 Senior trip sponsor, auxiliary salary 2.17 19
 Seniority 3.4 23; 4.1 40, 42
 Service charge 1.2 2, 1.3 3
 Sick leave 3.49 36, 4.3 44, 4.8 47
 Sick leave, substitute 2.9 15

Sick leave, summer school 4.8 50
Skin test 3.21 29
Social worker 2.2 10
Special education class 3.34 33
Special education teacher 2.17 19, 3.13 26
Special program, planning 3.28, 3.29 31
Special rate 2.6 13
Special teacher 3 13 26
Staff meeting 3.19 28
Statistics 1.5 7
Strike prohibition 65
Student discipline 3.16 27
Subject area assignment 3.10 25
Substitute 2.7 14
Substitute, assigned 2.9 15, 2.17 17
Substitute sick leave 2.9 15
Summer school K-12 60
Summer school rate 2.6 13, 2.17 21
Summer school sick leave 4.8 50
Superintendent designee 2.5 11, 7 2 62
Superintendent meeting with Union 1.10 8
Supervisor, system-wide, auxiliary salary 2.17 18
Supplies 3.39, 3.40 34
Supplies selection 3.28, 3.29 31
Teach in foreign country, leave to 4.9 50
Teacher aide 3.44 35, 3.53 37
Teacher assignment 3.1 22
Teacher credit 2.16 16
Teacher defined 1.1 2
Teacher file 3.43 35
Teacher lounge 3 24 30, 3.40 34
Teacher organization, leave to serve 4.10 51
Teacher-parent conference 3.18 28
Teacher-parent interview 3.38 33
Teacher-parent-principal conference 3.48 36
Teacher-pupil ratio K-12 3.14 26
Teacher record 2.16 16
Teacher workroom 3.40 34
Teaching methods 3.31 32
Tenure 7.4 64
Tenure denial 7.9 65
Termination 3.4 23, 3.52 37, 4.8 48
Textbook selection 3.28, 3 29 31
Time, released for department chairman 2.17 18
Time, released for arbitration hearing 1.13 9
Time, released for parent-teacher conference 3.18 28
Time, released for Union president 1.12 9
Trade and industry teacher 2.5 11
Transcript 2.16 16
Transfer 3.1 22, 3.5 24

Transportation expense 2.11 16
Travel allowance 2.13 16
Travel reimbursement 3.30, 3.31 32
Trip accommodations 2.14 16
Trip sponsor, senior, auxiliary salary 2.17 19
Tuberculosis examination 3.21 29
Tuition 3.36 33
Tuition waiver 5.17 58
Tutor, auxiliary salary 2.17 19
Typewriter 3.40 34
Union convention or major meeting, leave to attend
4.11 52
Union dues 1.3 3
Union, leave to serve 4.10 51
Union meeting 1.9 8
Union meeting with principal 1.10 8
Union meeting with superintendent 1.10 8
Union president, designate 1.12, 1.13 9; 7.2 62
Union president, released time 1.12 9
Union recommendation for committee 3.29 31
Union-sponsored meeting 3.31 33
Vacancy above classroom level 3.11 25
Vacancy, posting 3.1 22, 3.12 26, 3.15 27
Visiting day 3.30 32
Visiting teacher, auxiliary salary 2.17 19
Vocational teacher, auxiliary salary 2.17 21
Waiver 66
WHPR director, auxiliary salary 2.17 19
Workroom 3.40 34
Workshop, educational 3.31 32
Workshop, released time 3.31 32
X-ray, chest 3.21 29

COLLEGE INDEX

- Academic freedom 5.16 58
- Activities, non-classroom 5.7 54
- Assignment 5.5 53
- Athletic coach, auxiliary salary 2.17 20
- Bookcase 5.3 53
- Book store purchase 5.13 58
- Business English teacher 5.11 57
- Cabinet, filing 5.3 53
- Calendar 5.15 58, 69
- Chair 5.3 53
- Chairman, department 5.10 56
- Citizen rights 5.16 58
- Class coverage 5.12 58
- Class period 5.11 57
- Class size 5.6 54, 5.9 56, 5.11 57
- Classroom 5.3 53
- Coach, auxiliary salary 2.17 20
- Committee to assist department chairman 5.5 53
- Committee work 5.11 57
- Communications monitoring device 5.16 58
- Composition class 5.11 57
- Conference period 5.11 57
- Contract, extra-contractual 5.8 56
- Contact period 5.11 57
- Counselor, auxiliary salary 2.17 17
- Counselor office 5.3 53
- Credit 2.12 16
- Curriculum revision 5.11 57
- Department chairman 5.10 56
- Department secretary 5.3 53
- Desk 5.3 53
- Dramatics coach, auxiliary salary 2.17 19
- Duties 5.7 54
- Electronic device 5.16 58
- English teacher 5.11 57
- Evening teacher, auxiliary salary 2.17 21
- Extra-contractual contract 5.8 56
- Extra-contractual staffing 5.8 54
- Extra-curricular activities 5.7 54
- Filing cabinet 5.3 53
- Freedom, academic 5.16 58
- Grades 5.4 53
- Industrial-vocational program 5.14 58
- Instructional materials 5.16 58
- Laboratory period 5.11 57
- Late afternoon teacher, auxiliary salary 2.17 21
- Leave, sick, summer school 4.8 50
- Library 3.41 34

Load 5.11 57
Maintenance of classroom 5.3 53
Materials, instructional 5.16 58
Monitoring device 5.16 58
Night school salary 2.6 13
Non-classroom activities 5.7 54
Office arrangements 5.3 53
Period, contact 5.11 57
Preparation 5.8 56, 5.11 57
Publications sponsor, auxiliary salary 2.17 19
Pupil-teacher ratio 5.6 54
Rates, summer school 2.6 13
Ratio, staff-student 5.6 54
Registration procedure 5.1 53
Rights as citizen 5.16 58
Salary, class coverage 5.12 58
Salary, night school 2.6 13
Salary, substitute 5.12 58
Salary, summer school 2.6 13
Saturday employment 5.11 57
Schedules 5.5 53, 5.11 57
Secretary 5.3 53
Separation of college from school system 5.2 53
Sick leave, summer school 4 8 50
Staff-student ratio 5.6 54
Staffing, extra-contractual 5.8 54
Substitute 5.12 58
Summer school 2.6 13, 2.17 21, 5.8 55
Summer school sick leave 4.8 50
Teacher-student ratio 5.6 54
Tenure 5.18 59
Trade and industry 5.14 58
Tuition waiver 5.17 58
Vocational-industrial program 5.14 58