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Huron Valley School District
(Milford)

Huron Valley Education Assn.
2154 Commerce Rd.
Milford, Mich. 48042

72-73

PROFESSIONAL AGREEMENT
between
THE HURON VALLEY SCHOOL DISTRICT
and
THE HURON VALLEY EDUCATION ASSOCIATION

RATIFIED
9-7-72

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P U R P O S E

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship. The Board, because of its dual role as an employer and as the governing body of the Huron Valley Schools, has obligations on the one hand to its employees to provide suitable wages, hours, and working conditions; and on the other hand, to the citizens of the Huron Valley School District, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The Association, as the bargaining agent for certain employees, has certain obligations: 1) to represent the employees within the bargaining unit as to their wages, hours and working conditions; and 2) to be a professional organization. The term professional refers to the services provided by an educator to his students, other educators, and the community.

It is the further intent and purpose of the parties to promote and stabilize the relationship between the parties with reference to wages, hours and working conditions, through collective bargaining and through an amicable means of resolving any disputes which may arise during the term of this Agreement without interruption of the school program.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all K-12 teachers and counselors holding permanent, provisional or life certificates issued by the Michigan Department of Education, except as set forth below, including Librarians, Media Specialists, Music Teachers, Social Workers, Special Education Teachers, Speech Correction Teachers, Diagnosticians, Reading Teachers, Permanent Substitute Teachers; excluding Temporary Teachers, all Supervisors, such as: Superintendent, Assistant Superintendent, Administrative Assistants, Administrative Interns, Director of Educational Projects and all area Community School Personnel while serving in that capacity, Athletic Director, Central Office Administrators, Principals, Assistant Principals, Deans of Students, as well as other classified administrators.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement. However, nothing contained herein shall be construed to prevent a Board official from meeting with any teacher, groups of teachers, or organizations other than the Association for the purpose of hearing and discussing their views; provided, however, that the Board will not engage in collective bargaining negotiations with any classroom teacher or teacher group other than the Association.

ARTICLE II
TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees included under this Agreement shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the Association, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

B. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as a civic organization in the District, as established by Board policy.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have elsewhere under this Agreement or under the Michigan General School Laws or other applicable laws and regulations.

D. Teaching salaries will be paid in twenty-six bi-weekly installments with a payroll check. Teachers shall have the option of being paid in a lump sum in June for the remaining pay periods of the current school year. The parties recognize the concept of a 365 day year as a basis for payment of teachers.

E. Teachers may sign and deliver to the Board an assignment author-

izing the deduction of membership dues of the Association. This authorization shall be binding for the duration of the school year. The Board shall deduct the amount of such dues from such teachers' pay checks every other pay and shall remit such deductions to the Association office once per month. The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was grossly negligent in the care and handling of the monies involved. Further, the Association shall save and hold the Board harmless for any findings by a court of law, administrative agency or the State legislature which invalidates, impairs or restricts the legality or operation of this provision. The parties shall jointly agree upon the procedures for said deduction.

F. The Board agrees to make voluntary payroll deductions from the salaries of teachers, upon proper written authorization to do so from the teachers concerned, for the following:

- (1) Credit union payments.
- (2) Established tax-deferred annuity plan premiums.
- (3) Other deductions approved by the Board after consultation with the Association.

The Board agrees to dispurse these deductions for the purposes intended. Procedures for the payroll deductions in this section shall be established by the Board.

G. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the District, including, but not limited to: Annual audits, names and addresses of all teachers, salaries paid thereto and educational background and monthly financial reports, plus all public information as

will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.

H. The Association may have the privilege of using school equipment; including typewriters, duplicating machines and audiovisual equipment at reasonable times. The Association shall compensate for the reasonable cost of all material and supplies as determined by the building principal in consultation with the Association.

I. The Association shall have the privilege of posting notices of activities and matters of Association concern on a teachers' bulletin board, which shall be provided in each building. The Association may use the district mail service and teacher mail boxes for communication; (an Association official shall be responsible for placing such notices in mail boxes). Materials for general distribution must be signed by the appropriate Association official and a copy be given to the building administrator, prior to distribution. Failure to abide by this provision shall be cause for the Association official to remove such material.

J. Membership in the Association shall not be required for employment.

K. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming, members of the Association; and that neither the Board and its agents, nor the Association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.

L. No teacher will be discriminated against by the Board because he engages in collective bargaining with the Board, institutes a grievance or

complaint under this Agreement, or exercises his personal rights as a citizen. Further, the Board and the Association agree that no teacher shall be discriminated against with regard to his race, color, national origin, age, sex or marital status.

ARTICLE III

TEACHER RESPONSIBILITIES

A. It is the responsibility of the Association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the district. This includes:

- (1) Careful daily preparation.
- (2) Participation in building and district-wide curriculum study.
- (3) Participation in public-oriented activities of the school when it concerns a particular teacher, such as:
 - a. Open houses;
 - b. Public performances of children in plays, concerts, athletic activities or other extra-curricular activities (this provision shall be on a voluntary basis as long as there is sufficient number of teachers available. If necessary, the building principal may assign teachers for each activity or function.);
 - c. Each principal may require the attendance of teachers at meetings which are contiguous to the normal school day. It is the administration's responsibility to make sure the meetings are meaningful and interesting before requiring staff attendance.

Teachers have the responsibility to exercise independent judgment and discretion in the execution of their classroom and extra-curricular activities.

B. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not

inconsistent with the provisions of this Agreement. A partial list of these duties shall include:

- (1) The teacher Association shall designate experienced teachers in each building to assist new teachers during the new teacher's first year of employment.
- (2) Teachers will have readily available lesson plans for use by substitutes. This provision will enable principals to review lesson plans for the purpose of making constructive suggestions to improve teacher performance and to provide a continuous educational program.
- (3) Teachers shall dress in a manner befitting their profession.
- (4) It is the professional responsibility of each teacher to appreciate and understand the unique characteristics of each student as that youngster presents them to him. It is assumed that the teacher will utilize his professional skills to enable each youngster to proceed along the continuum of educational endeavor. Though it is well recognized that some youngsters learn with greater alacrity than others; it is assumed that all can be successful in achieving to a significant degree. Therefore, the teacher should be aware of progress or lack of progress of each individual student. Also, the teacher should develop performance objectives for each student and be aware of student progress in terms of these performance objectives.
- (5) Supervision of students outside the classroom is a shared responsibility of teachers and building administrators.

C. When a teacher is unable to be in school on any given day, he shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time he is scheduled to report to school. The Board recognizes that there may be times when exact conformity to this requirement will be difficult. When there is a just reason for failure to give timely notice, no disciplinary action will be taken. However, any teacher who does not follow the reporting procedure without just reason shall lose their pay for the day and be subject to disciplinary measures. In no event shall a teacher schedule his illness in advance, (i.e., call in Friday with an illness on Monday).

D. Time lost by an unauthorized absence from duty may result in disciplinary action.

E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:

- (1) All newly hired teachers shall be required to file with the Board evidence of satisfactory health signed by a competent physician of the teacher's choice. This evidence of satisfactory health shall be filed within ten (10) working days after the first day of the regular school session.
- (2) In accordance with the laws of the State of Michigan, all teachers shall be required to file with the Board a certification of freedom from tuberculosis within ten (10) working days after the first day of regular school session of each year.
- (3) Thereafter the Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board

finds that such examination may be necessary. At the request of the teacher, the Board shall notify the Association.

- (4) The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.

F. Disciplinary action, as set forth in this Agreement, shall be defined as any warning, reprimand, reduction of professional compensation or other professional advantage, time off without pay, or discharge.

G. Loyalty to the school district, including teachers, non-instructional personnel, administrators, and Board members, is necessary for the good and welfare of the students, schools and community. Recognizing this fact, the Association and the Board agree to use their influence to encourage all teachers to perform loyal and efficient work and service, to improve the district's standards, and to cooperate with each other in promoting the welfare of the district and improving its services.

H. Each teacher shall continue to improve himself academically, culturally, and professionally by attending college classes, technical classes, conferences, workshops or by travel and other educational, cultural and professional activities.

I. As we realize that meaningful conferences do not always take place on pre-scheduled days and that many times a conference that occurs contiguous to the current problem is valuable, all teachers are encouraged to call and hold conferences at any time during the school year that the need is apparent. This is in addition to the scheduled two conference days; provided however, that elementary teachers shall conduct no less than the

equivalent of two parent-teacher conferences for each student during the school year. In the secondary schools, and in other schools where differing organizational patterns exist, parent-teacher conference schedules comparable to that stated above for elementary teachers shall be determined by the building principal after consultation with the staff.

A parent-teacher conference is intended to be a two-way face to face conference. However, when extenuating circumstances do not allow for this type of conference a telephone conference may be substituted with a record of the circumstances. Teachers shall keep records of these conferences.

J. Teachers shall consider their employment with Huron Valley Schools and their obligation to students as their primary employment responsibility.

ARTICLE IV
TEACHER PROTECTION

A. All monitoring or personal observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

B. Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Board shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.

C. Principals and Supervisors agree to develop in consultation with their staffs:

- (1) guidelines for the implementation of Board policy;
- (2) procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office after the teacher has met all of his discipline responsibilities as outlined by the building principal in writing.

D. Whenever it appears that a particular pupil requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall initiate a written referral. Upon receipt of such referral, the Board shall implement the necessary procedures to fulfill such request for services.

E. Any case of assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such assault, and to institute and proceed with a civil suit on behalf of the teacher, if the teacher desires to institute and proceed with a civil suit; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy.

F. Any absences by the teacher because of an assault upon a teacher in the course of his employment, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to his full salary for any time off each year until age 65 because of said assault or because of any law suit arising out of said assault (which can be net salary or the difference between full salary and workmen's compensation benefits that are in lieu of salary), provided however, as to all of the above, that it is determined by the Board, or its representative, that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence, or neglect of duty for any damage or loss to person or property.

H. The use of any video or audio transcriptions of classroom activities shall be prohibited, unless with the full knowledge and prior consent of the teacher.

ARTICLE V
TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success for both newly employed and experienced personnel.

A. The performance of all teachers shall be evaluated in writing, and the source shall be indicated (i.e. actual observation, parent feedback, student feedback, teacher feedback, etc.). Probationary teachers shall be evaluated at least three times during the school year with no such evaluation sooner than one month following the teacher's commencement of service. Tenure teachers shall be evaluated at least once each year. Tenure teachers whose services are being terminated under provisions of the Tenure Act shall receive a certified letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification upon written request of the teacher. Teachers who are notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

B. Evaluation of teachers by administrators and supervisors shall continue to be made carefully and with due deliberation. However, it is expressly understood that such evaluations of teachers by administrators and supervisors may become part of the rationale for disciplinary measures, including dismissal. Any unsatisfactory items on the evaluation must be accompanied by suggested steps in writing to correct the situation and consequences if the situation is not corrected.

C. Evaluations shall only be conducted by the building principal or assistant principal or other full-time administrator familiar with the teaching situation. Each classroom observation shall be made in person for a reasonable length of time. It is understood that such classroom observation is but one phase of evaluating total teacher competency.

D. Three copies of the written evaluation shall be submitted to the teacher at the time of personal interviews, one copy of the evaluation shall be signed by the teacher and returned to the principal, one returned to the Superintendent, the other to be retained by the teacher. If the teacher does not agree with the principal's evaluation, he may, within ten teaching days after receipt of said evaluation, sign it, and submit his own evaluation to be placed in the teacher's personnel file.

E. The Association, through its building tenure committees, agrees to assign a teaching coach to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

F. Each teacher shall have the right, upon written request, to make an appointment with the personnel director to review the contents of his own personnel file. A representative of the Association may, at the request of either party, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

Annual TB report and required medical information as supplied by the teacher; all teacher evaluation reports as supplied by the building principal; a copy of the current annual contract and pay record as supplied by the Board; a copy of the teacher's certificate as supplied by the teacher; a transcript of academic records as supplied by the teacher; and tenure recommendations as supplied by the principal.

Letters from parents, newspaper clippings, records of phone calls should not be placed in the teacher's file, without the teacher's knowledge. The record of grievances must be kept separate from the personnel file. Materials may be removed from the personnel file upon mutual agreement of the teacher and the appropriate administrator.

No material concerning disciplinary action or reprimand may be placed within a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Upon written request of the teacher, a copy of any such reprimand will be submitted to the Association.

Newly-hired teachers or teachers who have a change in their certificate must file their valid certificate and their official transcript of credits with the Personnel Office by September 15th. Failure to file the certificate or official transcript shall result in withholding of pay until such filing has been completed. Further, all newly employed secondary teachers shall provide the building principal with an official copy of their transcript.

G. The Board and the Association agree to establish a committee for the purpose of review of the goal-oriented criteria for the evaluation of tenure teachers.

H. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation not covered by the Michigan Tenure of Teachers Act as amended (Act 4 P.A. of 1937), shall be subject to the grievance procedure hereinafter set forth.

ARTICLE VI
TEACHING HOURS

A. The parties recognize that students need maximum exposure with professional educators. It is further recognized that educators need time to meet as an educational team.

A minimum of 35 hours per week, exclusive of a thirty (30) minute unassigned duty free lunch period per day, will be spent by each teacher at his assigned building.

The scheduling of the time to be spent at the assigned building will be decided by the principal in consultation with the staff.

Five hours per week of additional time beyond time spent at the teacher's assigned building is acknowledged as a minimum amount of time to be spent furthering educational growth and participating in additional education activities.

B. The normal weekly teaching load for classroom teachers shall include five conference/planning hours per week. Conference periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition it is expressly understood that if teachers must leave their building during preparation time they will notify the principal.

C. No regularly assigned teacher shall be used to substitute for a regularly assigned teacher except in case of an emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In the event of an emergency a regularly assigned classroom teacher

shall be paid \$6.50 per hour. It is agreed that any such assignment of a teacher as a substitute shall be made as far as possible in advance. Further, should teachers be assigned to supervise pupils during their lunch period in the elementary school, they shall be paid \$5.00 per hour.

D. After negotiations between the Board and the Association, the school calendar shall be adopted by the Board and made public on or before June 1 of each year.

E. Periodic Teachers' meetings may be held for the following reasons:

- (1) Effectively communicate administrative procedures;
- (2) Discuss problems common to the building or the curriculum.

It is not to be interpreted, however, that other types of meetings cannot be held. Any such meeting shall be of reasonable duration in time.

F. On any day when school sessions are scheduled but that student attendance is cancelled by the Superintendent due to natural causes or acts of God, then the following provisions shall prevail:

- (1) Teachers are expected to report to the schools as soon as possible.
- (2) Except as provided in parts (3) and (4) below, all teachers shall perform work in their building in order to receive pay for such days.
- (3) Teachers who determine that they cannot report safely, however, shall notify their building principal and there will be no penalty for their absence.

(4) A fan-out system of telephoning will be used to notify teachers as early as possible when they are not expected to report to the schools.

G. On all days when school is officially in session, regardless of attendance, teachers shall plan meaningful educational activities.

H. Attempts will be made to schedule the time of special teachers with equity throughout the district.

ARTICLE VII

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board.

A. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. Subject to financial resources and physical plant facilities of the district, the Board shall endeavor to provide significant instruction in the areas of physical education, art, music, reading and library skills. The teachers in these skill areas are to be considered regularly assigned teachers. Further, these teachers are to be considered an integral part of the educational program and are not intended to be used to provide teacher relief time. Continuous improvement in staffing should occur until such time as the youngsters in attendance at our schools have a regularly scheduled program of significant instruction in these areas. The Board welcomes recommendations from the Association as to a worthy realistic long term goal. Such recommendations might be completed with reference to:

- (1) The perceived needs of youngsters.
- (2) Current financial ability of the district.
- (3) Staffing and programming in comparable school districts.
- (4) Recommendations made by accrediting institutions.
- (5) Innovative programs as developed by State, County or Staff of Huron Valley.

B. The Board shall make available in each school an appropriately furnished lounge and/or work space and a lavatory for teachers' use.

Provisions for separate lunch facilities along with a furnished lounge and/or work space and a lavatory for teachers' use will be made in all future buildings on a basis proportional to the number of teachers in each building.

C. Adequate, regularly maintained parking lots shall be made available to the school staff for their use. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building.

D. Since the Board, the Association and the teachers recognize the continued necessity for safety and welfare of students on the playground and that recesses are an integral part of the educational program, elementary teachers shall continue to supervise the students during recess. For grades 4 through 6, this recess period will be left to the agreement of the teachers and the principal. The assignment of the teachers for adequate recess coverage shall be on a rotating basis as established by the building administrators in consultation with their staffs.

E. Teachers will not be responsible for the collection of monies for milk and lunch. Further, the Board shall work toward limitation of other items with reference to the collection of monies.

F. The Board shall endeavor to develop patterns of organization within each school to equalize the student-teacher ratio. Further, the Board shall review attendance boundaries considering the differences in growth patterns within the district each year in an attempt to equalize classroom teacher-student ratio between the various buildings. If an elementary classroom exceeds the district-wide elementary classroom teacher-student ratio by six (6) students, the teacher may bring the situation to the attention of the building principal. If the situation is

not resolved, the teacher may request a conference to be attended by the classroom teacher, the UFO, the principal, and the Superintendent or his designee for the purpose of providing a remedy to the situation. Suggested remedies may include:

- (1) Adding a certified teacher.
- (2) Added teacher aide assistance.
- (3) Rescheduling of students within the building to provide split grades or non-graded programs.
- (4) Additional supplementary materials for the classroom teacher.
- (5) Volunteer parent-aide.
- (6) Additional clerical assistance.

It is understood that large group instruction, differential staffing and other such experimental or innovative programs may be exceptions to the ratios established above with the agreement of the principal and classroom teacher. Further, the parties recognize that specific guidelines for classroom pupil-teacher ratios in the secondary schools are difficult because of the increased specialization in the secondary program. It is agreed, however, that where possible secondary classroom sizes will be within guidelines which correspond to the above elementary classroom provisions.

G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use

textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall consider all joint decisions made by its representatives and the Association.

H. Student teaching assignments will be made with the consent of the individual teacher. Any compensation received by the school district must be made known to the supervising teacher.

ARTICLE VIII

BOARD RIGHTS, RESPONSIBILITIES, AND PROTECTION

A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the school district and to direct its employees, including teachers. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, including the teachers, during working hours.
- (2) To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such teachers.
- (3) To establish levels and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and

with respect to administrative and non-teaching activities:

- (6) Pertaining specifically to sub-sections (3) and (4) above, the Board recognizes that successful planning of the school program should involve active teacher participation.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

B. The Board has the responsibility to evaluate the work of the teacher and to inform the teacher of its view of his work.

C. The Board will attempt to prevent children from involvement in Association/Board controversies.

D. Except as set forth herein, all rules, regulations, policies, procedures, and practices set forth by the Board shall remain in full force and effect, and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board shall publish and make available its Policy Handbook to the teachers as soon as practicable.

E. During the duration of this Agreement, the Association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike. A strike shall be defined to include slowdowns, boycotts,

picketing, work stoppages of any kind, including mass "sickness", and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the Association shall endeavor to return the teachers to work as expediently and quickly as possible. It is understood, however, that the Association shall not be held liable for any action of a teacher or a group of teachers when the Association has acted in good faith with this provision. Any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE IX
PROFESSIONAL QUALIFICATIONS
AND ASSIGNMENTS

A. Teachers employed by the Board of Education for a regular teaching assignment as recognized in the recognition provision of this agreement, must have a provisional or permanent teaching certificate valid in the State of Michigan.

B. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except temporarily and for good cause.

C. Teachers will be given written notice of their schedules where possible by the 1st day of June providing they give written assurance of their intentions to return to that assignment on or before the same date. In the event changes are made in the teachers schedule after June 1, attempts will be made to notify the teacher of such change. At that time, if the teacher is not satisfied with his new assignment, he may choose to be released from his contract without repercussions.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix A, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Assignment of extra duties will be made annually at the discretion of the Board.

ARTICLE X

TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the best interest of the children and aspirations and abilities of its teachers. A request by a teacher for transfer shall be made to the Director of Personnel in writing prior to April 15 on forms furnished by the Board. After consideration of these transfer requests any vacancy must be posted (See Article XI - VACANCIES).

The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.

The following procedure shall be followed:

- (1) After timely notice, meet and discuss the matter with immediate principal;
- (2) Notify and discuss the matter with the principal of the school to which he wishes to be transferred;
- (3) Request the Board to permit the transfer.

If all parties, the teacher, the principal of the school at which the teacher is presently working, the principal of the school to which the teacher wishes a transfer, and the Board, are in favor of such transfer, then the transfer shall take place. However, it should be understood that transfers after the close of school shall be granted at the discretion of the Superintendent.

B. It is recognized by both parties that unrequested transfers may be necessary. The Board agrees that it will avoid unnecessary unrequested transfers. Provided, however, following one week notification plus consultation with the teacher or teachers and principals concerned, it shall be up to the Superintendent of schools as to whether an unrequested

transfer is necessary. Upon written request of the teacher, the Association shall also be notified of the reasons for such unrequested transfers.

C. When a teacher, as a condition of his accepting employment, or as an inducement to his accepting employment, is promised a transfer at a future date to a different position than the one for which he was originally employed, this promise shall be placed in writing.

ARTICLE XI

VACANCIES

A. The Board recognizes that it is desirable in filling vacancies in the instructional and supervisory staff to consider the interests of the children and the aspirations and abilities of its staff. This consideration shall be accomplished by using the following procedures:

- (1) Review all transfer requests;
- (2) Provide the Association with appropriate posting including qualifications and job descriptions where possible along with adequate copies for U.F.O.'s posting purposes.

B. The Board and the Association recognize that transfers of personnel to fill vacant instructional staff positions arising during the school year is disruptive of the educational process. However, to insure that recognition is given to the aspirations and abilities of its staff, as well as the interests of the children, all such vacant instructional staff positions will be considered to be filled on a temporary basis when personnel outside the district are hired. Between April 20 and June 1 all transfer requests for the position shall be considered. Priority at that time will be given in filling the vacancy to transfer requests, provided that the teacher who filled the position temporarily is certified to teach in the vacant position created by the transfer or another vacant position in the school district. If no transfer requests for the position are made by April 15, then the position shall be considered to have been filled. Provisions of this section will be communicated to the teacher filling the vacant position during the school year at every personal stage of the employment interviewing process.

C. All vacant supervisory positions within the instructional staff shall be posted. A supervisory position is defined as one having the scope and authority of hiring, promoting, demoting, or dismissing employees. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least two weeks.

D. A Screening Committee including a Huron Valley teacher representing the Association may interview candidates for Huron Valley supervisory positions.

E. Any qualified teacher may apply for any instructional or supervisory vacancy. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final, and not subject to the grievance procedure.

F. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

G. Whenever vacancies occur during the normal summer months the following procedures shall be followed:

- (1) Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest in writing during the last regular week of school and shall include a summer address.
- (2) Should a vacancy occur, the teachers who have expressed an interest in said position or similar position shall

be contacted by the Personnel Office or Director and notified of the vacancy.

- (3) The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of notification.

ARTICLE XII

STAFF LAY-OFF AND RECALL PROCEDURES

A. In cases requiring a general cutback or reduction of teachers through lay-off from employment the following procedure will be utilized. The Board agrees to lay off only the necessary number of teachers.

- (1) Before official action on a reduction of teachers is taken by the Board, it will give notice in writing to the Association of the contemplated reduction and afford the Association the opportunity to consult with the Board or its administrative representatives and to make recommendations concerning the magnitude of the reduction.
- (2) As soon as the names of the teachers to be laid off are known a list of such names shall be provided to the Association. Individual teachers affected will be notified in writing as soon as possible.
- (3) In the event of a recall, the Board will institute retraction of lay-off notices which, when implemented, will provide that teachers will be re-employed in accordance with the provisions of the Michigan Tenure of Teachers Act (Act Number 4 Public Act of 1937). The Association shall be given the names of all teachers so notified at the time the notices are issued.
- (4) The Board shall be obligated to maintain a laid-off teacher's name on an active recall list until that teacher has been given the opportunity to reject or accept a recall offer.

- (5) Beyond the date of lay-off, the Board shall not be obligated to extend to any laid-off teacher any of the wages, terms or conditions of employment within this Agreement.

B. Lay-Off Procedure. Once the Board has determined the extent of staff reductions the following procedures shall be utilized.

- (1) Probationary teachers according to qualifications, certification and length of service.
- (2) Tenure teachers according to qualifications, certification and length of service.

C. Recall Procedure.

- (1) Tenure teachers shall be recalled first and in inverse order of lay-off. Probationary teachers shall then be recalled. The order of recall for probationary teachers shall be determined in inverse order of lay-off as determined by the Board.
- (2) No new teacher shall be hired before teachers who are laid-off have been offered a position and have declined to or failed to accept the position for any reason.

D. Anniversary Date.

- (1) The anniversary date for determining length of service shall be the date upon which the teacher first assumed his duties, i.e., the first day students report to school or if a teacher is hired during the school calendar year the anniversary date the teacher first assumes his duty.
- (2) In determining proper certification or approval as well as academic credits for purposes of this Article, the records maintained in the personnel office shall be conclusive.

E. The Board of Education shall give recall notice in two ways:

(1) First, the Board representative shall attempt to notify the teacher of an available assignment for him by telephone.

In the event that the Board representative is unable to reach the teacher by telephone within a forty-eight hour period, the second method of contacting the teacher will be utilized.

(2) Under this second option of contacting the teachers, the Board shall retract lay-off notices by sending a registered or certified letter or telegram to said teacher at his last known address. It shall be the responsibility of each teacher to maintain a current address in the personnel office. The teacher's address as it appears on the personnel records shall be conclusive when used in connection with lay-off procedure or cancellation of lay-off. If said teacher fails to respond and acknowledge acceptance of the assignment available to him within five (5) days from the date of receipt, unless an extension is granted in writing by the Board, said teacher shall be considered to have voluntarily resigned and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

F. The Board will give preference to teachers whose names are on an active recall list in employing permanent and per diem substitutes provided such teachers submit a letter in writing to the personnel office expressing their interest and availability to substitute on a daily basis during the school year.

ARTICLE XIII

LEAVES OF ABSENCE

A. Upon written application to the Board, a teacher may be granted maternity leave, medical leave, professional leave, government service leave, or other leave without pay. A leave may also be granted for the purpose of participating in exchange teacher programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, National Teachers or Job Corps as a full-time teaching participant in such programs. As per the law, all such leaves may be renewable. Before being granted a leave of absence, the teacher shall state in writing his intentions to return to the school system. Any teacher returning from a leave of absence shall be offered reinstatement in his previous or comparable position, if available; if not available, he shall be assigned to a position for which he is qualified provided written notice of intention to return shall be given to the Board by March 1 of the school year in which the leave expires and is still qualified and competent to perform the teaching duties. The Board may require a medical examination as a prerequisite to reinstatement. Salary increments shall not accrue for medical or maternity leave.

A teacher may attend graduate courses which commence prior to the end of the school year, provided that the conflict is not greater than one week. The teacher has the responsibility to complete all work necessary to fulfill his responsibilities to his students. Arrangements with the principal and substitute are requisites to avail oneself of this provision. Such leaves will be without pay.

B. Military Leave: Any teacher serving in the United States armed forces shall upon termination of such services be offered re-employment in his previous position, as set forth in the Michigan Public Act 45 of 1943,

provided the teacher has received an honorable discharge, seeks re-employment within ninety days from date of discharge, and is still qualified and competent to perform teaching duties.

C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation provided the teacher where possible notifies the building administrator of such fact at least 48 hours in advance of the occurrence.

D. Compassion Leave: A teacher may be permitted to use a maximum of five (5) days in the event of a serious family illness (requiring a doctor's consultation) or death in the immediate family. The immediate family shall be defined as parents, mother-in-law, father-in-law, spouse, children, brother, sister, grandparents, or grandchildren. To use this time without loss of pay, the teacher must certify in writing to the Board office the details of the request.

The Superintendent may, at his discretion, grant compassion leave for situations other than those mentioned above. The Superintendent may also extend the time limit as specified above when he feels the situation merits this extension. The decision of the Superintendent shall not be subject to the grievance procedure.

E. Professional days may be granted for educational purposes as agreed upon by the teacher and the principal. The teacher planning to request a professional day shall notify his principal at least one week in advance of his absence. Professional days shall be used for the purpose of:

- (1) Visitation to view other instructional techniques or programs;
- (2) Conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, clinic or seminar.

F. Sabbatical Leave:

- (1) Sabbatical leaves for certified teaching personnel employed by the Board of Education may be granted for one full school year or the second semester of the school year. However, in any school year, the number of teachers granted the request shall not exceed one percent of the staff. To qualify for consideration for a leave, the teacher must have taught in the system at least seven full years and must hold a permanent certificate. It is further understood that a second semester sabbatical leave may be granted only in cases where no major disruption of the educational program will occur as a result of such leave.
- (2) A sabbatical leave may be granted for one of the following reasons:
 - a. For formal study at an accredited college or university toward an advanced degree.
 - b. For research work under the guidance of competent research personnel.
 - c. Advanced study for a special program.

- (3) The study or research plans for the year, together with the application for sabbatical leave must be submitted to the Superintendent for approval, no later than March 15.
- (4) After due consideration of all applications, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when his program comes up for consideration by the Board.
- (5) During the sabbatical leave, the teacher will receive one-half of the salary at his appropriate step for the year or semester the leave is granted. Such pay will be paid in twenty (20) equal installments, or ten (10) in the case of a semester leave, starting with the first regular pay date and continuing through the contractual school year. The teacher shall also receive full fringe benefits.
- (6) A teacher returning from a sabbatical leave shall be offered reinstatement in his previous or comparable position, if available; if not available, he shall be assigned to a position for which he is qualified, provided he is still qualified and competent to perform regular teaching duties. To protect the Board against the teacher's failure to return to a teaching position, the teacher shall execute a non-interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:

- a. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen days of service rendered.
 - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be one (1) percent of the unpaid balance per month effective September 1st of the school year he would have resumed his normal teaching position. The teacher shall, after notifying the Board that he will not return, have the option of paying the note in full with no interest prior to September 1st of the school year he would have resumed his normal teaching station.
- (7) Failure to return the second year would require that the teacher make the last ten (10) payments in the same manner as in Section 6 above with the same effective interest rate.
 - (8) During the sabbatical leave the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

G. The President of the Huron Valley Education Association may be granted, at the discretion of the Superintendent, short leaves of absence, not to exceed two working days each semester to conduct business on behalf of the local Association. Such leaves are to be arranged at least 48 hours in advance where possible. In the event such release time is authorized, the Association shall reimburse the district for that portion of time a substitute serves.

H. Officers, chairmen, or designated representatives of the Association may be granted, at the discretion of the Superintendent, short leaves of absence, to participate in area, regional, and/or state organizational or business activities of the Michigan Education Association.

In the event such released time is authorized, the Association shall reimburse the district for that portion of time a substitute serves. No individual teacher will be granted such leave for more than two days per semester, nor shall more than five teachers be granted such leave on any given day.

ARTICLE XIV
INSURANCE PROGRAM

A. Hospitalization Insurance: The Huron Valley Board of Education shall provide hospitalization insurance for all full-time employees covered by this Master Agreement on the following basis:

- (1) Blue Cross/Blue Shield plan consisting of MVF-1 comprehensive coverage with Master Medical and the ML rider.
- (2) For single teachers, the employer shall pay for individual coverage.
- (3) For the married teacher, the employer shall pay up to the full family coverage.
- (4) The new rate of payment for (2) or (3) above will become effective on the final date of ratification of this Agreement.
- (5) Hospitalization insurance shall be provided to regular full-time teachers only.
- (6) There shall be no duplication of insurance. If the teacher is covered by any other hospitalization insurance, the employer's obligation under this provision shall be waived.
- (7) The employer shall continue to pay the premiums of the M.E.A. Health Care Insurance in coverage and amounts not to exceed those set forth in (1) through (3) above.
- (8) New full-time employee insurance shall become effective when Blue Cross/Blue Shield or M.E.A. requirements are met.

B. The Board shall select the insurance carrier and support the cost of a ten thousand dollar (\$10,000) life insurance policy for every full-time teacher during 1972-73.

C. Absence in a given year in excess of five (5) and up to a maximum of seven (7) days will cause deductions of 1/204th of the teacher's contract amount per day. Absence in excess of seven (7) days per year which are due to illness shall be covered by a long-term disability insurance. This insurance shall pay up to 70% of the teacher's contract amount for the teacher's remaining contractual period of up to one year, and up to 60% of the teacher's contract amount from that point on until age 65. On the first day of hospitalization the insurance takes effect with no loss of sick days. Any benefits received by the teacher from Workmen's Compensation Insurance or disability and retirement benefits received under Social Security and the Michigan Public School Employee's Retirement Act shall be deducted from this short-term disability coverage. The long-term disability insurance shall provide for a social security freeze provision and primary only social security as an offset.

D. A minimum of one (1) and a maximum of two (2) personal business days shall be provided to each contracted teacher in Huron Valley. These days shall be part of the five-two sick leave program. If a teacher is sick and uses his five (5) days prior to the need for the use of a personal leave day, he shall still be entitled to one personal leave day each year.

E. The Board shall give each employee covered by this Agreement five (5) days per year of leave time which may be used by the employee for personal illness or personal business. A personal business day may

be used at the discretion of the teacher; however, reasons for using personal business days will be given in writing. A teacher planning to use a personal leave day, or days, shall notify his principal at least one day in advance, except in cases of emergency. Reasonable restrictions may be imposed on personal leaves requested for the school day immediately before or after a weekend. No personal business leave shall be granted for a school day contiguous to a holiday or vacation.

F. Teachers who presently have accumulated banks of sick leave shall be able to retain these banks and use them for the sixth and seventh days of absence.

G. A teacher may accumulate up to three (3) days of leave time in a given year, provided, however, in no event shall personal business days be considered to accumulate.

H. The Board shall retain the right to select and name the carrier of this insurance with the following specifications:

- (1) A reputable insurance company with experience in teacher short term disability and long term disability coverage;
- (2) Immediate availability of field representative;
- (3) Definite time procedure for pay back which is acceptable to both the Board and the Association;
- (4) Proven reliability in fulfilling contracts;
- (5) Detailed list of claims paid out to each employee, including name, date, reason for payment, in addition to composite figures.

Teachers must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of a teacher to work from either the employee's personal physician or one named by the company.

I. Plan of Benefits:

- (1) The daily rate shall be based on a contractual obligation of 204 days. Benefits shall be paid at the rate of up to 70% of the daily rate of pay for each regularly scheduled work day, not to exceed a combined maximum benefit of \$1,200 per month.
- (2) Benefits are payable for the total number of days for which the insured person would normally and regularly expect to be otherwise compensated during any consecutive fifty-two (52) weeks.
- (3) Accident or sickness benefits begin with the eighth (8th) working day the insured person is disabled during any fifty-two (52) consecutive weeks. The first seven (7) days of disability need not be consecutive and may accumulate during such fifty-two (52) week period.
- (4) If the insured person is disabled beyond the fifty-two (52) week period, benefits shall then be payable at the rate of up to 60% of monthly salary, not to exceed a combined monthly benefit of \$1,200 and not to extend beyond age 65.

J. General Insurance Provisions:

- (1) The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
- (2) The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.
- (3) Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

ARTICLE XV

SEVERANCE PAY

A. Qualified teachers will receive severance pay, based on the table below, upon retirement from the Huron Valley Schools. To qualify for severance pay, the teacher must have been employed for a minimum of fifteen (15) consecutive years, must be holding a full-time teaching assignment, must have reached the age of 55 within the school year prior to retirement and must be drawing benefits from the Michigan Public School Employee's Retirement Fund. For the purposes of this Article only full year leaves granted by the Board shall not be construed to interfere with consecutive years of service for severance pay; however, medical and maternity leaves shall not count as years of service for purposes of computing Severance Pay.

B. Retirement shall be defined as the discontinuance of regular teaching in any Michigan public school system, and upon receipt of retirement payment from the Michigan Public School Employees' Fund.

C. The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay.

<u>Years of Service</u>	<u>Percentage of Severance Pay</u>
15.....	4
16.....	4 1/4
17.....	4 1/2
18.....	4 3/4
19.....	5
20.....	5 1/2

Severance Pay Schedule (continued)

<u>Years of Service</u>	<u>Percentage of Severance Pay</u>
21.....	6
22.....	6 1/2
23.....	7
24.....	7 1/2
25.....	8
26.....	8 1/2
27.....	9
28.....	9 1/2
29.....	10
30.....	10 1/2

ARTICLE XVI

GRIEVANCE PROCEDURE

A. The provisions of the Michigan Tenure of Teacher Act (Act. No. 4, Public Act of 1937), as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.

B. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts which may arise during the term of this Agreement without interruption of the school program. Further it is the purpose of this procedure to secure, at the lowest level possible, equitable solutions to the problems of the parties and to assure that a complaint is processed and considered fairly, with all due speed, and without prejudice or reprisal.

C. The Board and the Association agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.

D. A "Grievance" is a claim based upon a teacher's, group of teachers', or the Huron Valley Education Association's belief that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The terms of a claim may be applied to Steps 1 through 5 of the grievance procedure. Step 6 may be applied only for a violation, misinterpretation or misapplication of any provision of this Agreement.

The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations over which the Board is without power to act, in addition the Board shall not be liable when a problem arises from specific provisions of any insurance carriers policies. An "aggrieved person" is the person or persons making the claim. A grievance may be filed by any aggrieved teacher. A grievance may also be filed by the Association whenever the grievance applies to more than one building or when a group of teachers with a common complaint have requested such action.

E. During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- (1) The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
- (2) When this alleged violation occurred.
- (3) In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.
- (4) The results of the previous step in the grievance procedure and why such results were unsatisfactory.
- (5) The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

F. An aggrieved person, or the Association believing that they have a grievance as defined in Section D may file the grievance as follows:

Step 1. The aggrieved person shall first discuss the matter with the principal with the objective of resolving the matter

informally. A representative of the Association may be present. The aggrieved teacher shall clearly state that he is instituting Step 1 of the grievance procedure under the Master Agreement.

Step 2. In the event the matter is not resolved informally, the grievance must be reduced to writing and presented to the principal within three (3) working days (calendar days shall be substituted for working days during the summer vacation period), after such meeting, or within five (5) working days after such meeting if the grievance is first presented to the Association grievance committee for review. Within five (5) working days after receipt of the written grievance, the aggrieved person shall meet with the principal or other designated representative of the Board. A representative of the Association may be present.

Step 3. If the grievance is still unresolved, it can be appealed to the Superintendent, or his designee, who shall within ten (10) working days after receipt of the written grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the Association may be present at this meeting.

Step 4. If the grievance is not resolved at Step 3 the grievance can be transmitted to the Secretary of the Board of Education, with a written statement of each party's position.

Step 5. A committee of Board of Education members shall hear said grievance within 30 calendar days of the receipt of the written statement of the parties. During any such hearing the

aggrieved person or persons shall be permitted to have an Association representative present, and legal counsel, if they so desire if three (3) days advance notice is given. Both parties shall be permitted to present their case and position. Upon conclusion of the hearing, within 20 working days the Board of Education shall render its decision in writing.

Step 6. Only grievances dealing with violation, misinterpretation or misapplication of a provision of the Master Agreement are acceptable as subject matter for consideration at Step 6. If the Association is not satisfied with the disposition of the grievance by the Board, or if no written answer has been made within twenty (20) working days from the hearing with the Board of Education committee, the grievance may be submitted to arbitration before an impartial arbitrator.

The Board and the Association shall be permitted to present only issues, concerns and evidence previously presented during the earlier steps in the grievance procedure as admissible evidence at a hearing before an arbitrator.

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Huron Valley Board of Education and the Huron Valley Education Association.

- (1) The arbitrator shall not have the right or power to add to, subtract from or otherwise alter the terms of this contracted Master Agreement.
- (2) No Board of Education rules, policies or regulations can be the subject matter of binding arbitration hearings, or subject to an arbitrator's decision.
- (3) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay. No decision in any case shall require retro-active wage adjustment in any case.
- (4) He shall have no power to rule on any of the following:
 - a. The termination of services or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a trial third year probation.
 - c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- (5) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. The Michigan Employment Relations

Commission may also be utilized as provided by statute when either party feels the matter is clearly arbitrable. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- (6) Any grievance occurring during this agreement period shall be processed according to this Master Agreement.
- (7) Additionally, both the Board and the Association agree to:
 - a. Be bound by the award of the Arbitrator and agree that judgement thereon cannot be entered into any court of competent jurisdiction.
 - b. Share the fees and expenses of the Arbitrator equally.

G. It is understood that the steps set forth in Section E relating to the specific procedure for processing grievances and the time limits set forth in Section F, Steps 1 through 6, shall be strictly adhered to. Failure to comply with the aforementioned provisions of this grievance procedure at any step shall be considered substantive and shall mean default by the party failing to conform, unless by previous mutual consent of the parties.

H. Any grievance initially presented at the wrong step of the grievance procedure will be referred back to the appropriate step without faulting the grievance.

I. For administrative convenience, the Board may cause complaints which may be subject of grievance in Step 1 of Section F, first to be presented to an assistant principal, or central office administrator, for informal grievances handled under the grievance procedure herein established.

J. No grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.

K. A teacher engaged during the school day on behalf of the Association for an emergency situation in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary, and without charge against any leave allowance.

L. If the Board and/or its representatives believe there has been a violation, misinterpretation, or misapplication of any provision of this agreement, they may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.

ARTICLE XVII

ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the worth and dignity of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Controversial issues arise from conflicts within the cherished interests, beliefs or affiliations of large groups of our citizens. Such issues involve important proposals or policies concerning which our citizens hold different points of view.

Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Only through the study of such issues - political, economic, or social - does youth develop abilities needed for citizenship in our democracy.

Without minimizing the importance of established truths and values, it shall be the policy of the Huron Valley Schools to foster dispassionate, unprejudiced, scientific studies of controversial issues in an atmosphere free from bias and prejudice.

The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the

judgement of his pupils on controversial issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach a particular point of view in regard to them.

The above policy defines the study of controversial issues in terms of the rights of pupils rather than in terms of the rights of teachers. The pupil shall have the right to study any issue in accordance with his maturity, shall have the right of free access to all relevant materials including those which circulate freely in the community, shall have the right to study under competent instruction in an atmosphere free from partisanship and shall have the right to express his opinions on controversial issues without jeopardizing his relationship with his teachers and the school.

C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVIII

FACULTY-ADMINISTRATION COUNCIL

There is hereby established a faculty-administration council. It shall be composed of not more than five (5) representatives appointed by the Board and not more than five (5) representatives appointed by the Association. The faculty administration council may establish sub-committees composed of at least one faculty-administration council member to serve as a liaison person. Meeting times will be established so that there will be at least one meeting date per month. The primary purpose of the council shall be to facilitate communication between the parties involved. It is understood by the parties that faculty-administration council meetings are not to be construed as grievance or negotiations sessions. Particularly, the council should address itself to a discussion of district-wide topics, to investigation of methods of evaluation, and to the discussion and study of curriculum matters.

ARTICLE XIX

NEGOTIATION PROCEDURES

A. Between March 1st and March 15th, prior to the date of termination of this Agreement, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

B. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiation.

C. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.

D. There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

E. The salary schedule and other economic benefits may be reopened for negotiation by mutual consent.

ARTICLE XX

MILEAGE

A. Teachers shall not ordinarily be expected to transport students to and from school activities in their personal cars, but if it is necessary for them to do so, they shall be reimbursed at the rate of ten cents per mile traveled. Mileage for (1) travel between duty stations; (2) travel to and from approved conventions and conferences; and (3) other authorized travel on school business shall be reimbursed. The Board shall instruct all teachers in the district who will use their personal cars in their work as to procedures for reimbursement.

ARTICLE XXI

SALARY SCHEDULE

A. The salary of all teachers covered by this Agreement, together with a pay schedule for compensable extra-curricular activities and duties, shall be listed in Appendix A which shall be attached hereto and made part of this Agreement.

B. No teacher shall be given credit for experience beyond level five of the salary schedule unless he shall have qualified for a permanent teaching certificate. The provisions of this section shall apply specifically (but not exclusively) to teachers with "emergency" certificates; and it shall also apply to teachers who fail to qualify within the allotted time for a permanent certificate.

C. The Association also agrees that the provisions of the salary schedule shall not apply to teachers aides and similar para-professionals, provided that such individuals are working under the direct supervision of a certified person.

D. It is understood by both parties that those teachers who were employed by the district during the 1969-70 school year under schedule B of the salary scale shall remain on schedule B without the attainment of further hours; provided, however, that all other teachers shall be subject to schedule B as provided.

E. The parties agree to the combination of the M.A. and the B.A. + 36 hours in a single salary schedule, provided that the college semester credit hours apply directly to the improvement of the teacher as it relates to his teaching assignment.

F. Any teacher who is employed by the district prior to the end of the first semester and who continues such employment for the remainder of the school year shall receive credit on the salary schedule for a full year's employment. Any teacher who is employed after the end of the first semester and who continues such employment shall be placed on the same experience level for the ensuing school year.

G. The Association and the Board agree to work further toward the elimination of salary schedule B (B.A. + 18) by eliminating steps one and two for the 1972-73 school year and two steps each succeeding year until complete elimination occurs.

Any teacher who qualifies for the then existing steps of the B schedule before September 15 of any year, however, shall receive credit and compensation in accordance with schedule B.

H. The Association and the Board agree to work towards compensation not based solely on university credit for lateral advancement.

I. Between March 1st and March 15th of the year 1973, the parties shall initiate negotiation for the purpose of entering into a successor teacher salary agreement for the forthcoming year. Each party shall also have the option of opening three other articles in addition to teacher salary. Proposals will be exchanged simultaneously.

ARTICLE XXII

SEPARABILITY

If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

CONCLUSION AND DURATION OF AGREEMENT

A. Zipper Clause

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 all of 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 Association 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 matter not specifically referred to or covered in this Agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

B. The Association and the Board agree that, should reorganization occur involving year round school operation for students prior to the expiration of this Agreement, the parties will reconsider the specific provisions and sections of this Agreement which directly relate to such reorganization.

C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract

hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. If pursuant to the Economic Control Program, the approval of the Internal Revenue Service or any other federal agency is required for the full implementation of any provision of this Agreement, the Association and the Board will jointly request and take whatever other steps may be necessary and appropriate in order to secure such approval.

E. Copies of this Agreement titled "Professional Agreement Between the Huron Valley School District and the Huron Valley Education Association" shall be printed at the expense of the Board within 30 days of ratification by both parties. Upon receipt from the Board it will be the responsibility of the Association to distribute copies to all teachers. Further, the Board shall furnish three (3) copies of the Master Agreement to the Association for its use.

F. Duration of Agreement

This Agreement shall be effective as of _____, 1972, and shall continue in effect until the 20th day of August, 1974, except as expressly provided in Article XXI, Section I. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

Its President

Its President

The Secretary of the
Negotiating Team

Its Secretary

Spokesman of the Negotiating
Team

Superintendent

Negotiating Team Member

Chief Negotiator

Dated this _____ day of
_____, 1972.

APPENDICES

Appendix A

- (1) Teachers Salary Schedule
- (2) Extra-Curricular Pay Schedule

Appendix B

- (1) School Calendar 1972-73

(1)
APPENDIX A

TEACHERS SALARY SCHEDULE 1972-73

<u>STEP</u>	<u>A.B.</u>	<u>A.B.+18</u>	<u>M.A.</u> <u>A.B.+36</u>	<u>M.A.+15</u>	<u>M.A.+36</u> <u>Ed. Spec.</u>
1.	8,125	(8,500)*	9,050	9,475	9,700
2.	8,515	(8,935)*	9,580	10,015	10,261
3.	8,924	9,392	10,141	10,586	10,854
4.	9,352	9,873	10,735	11,189	11,481
5.	9,801	10,378	11,364	11,827	12,145
6.	10,271	10,909	12,030	12,501	12,847
7.	10,764	11,468	12,735	13,214	13,600
8.	11,281	12,055	13,481	13,967	14,388
9.	11,822	12,672	14,271	14,763	15,207
10.	12,387	13,321	15,107	15,604	16,086
11.	13,000	14,000	16,000	16,500	17,025

* Steps eliminated after September 15.

APPENDIX A

EXTRA-CURRICULAR PAY SCHEDULE

The following pay schedules for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned.

Extra-Curricular Pay Percentages:

The following percentages shall be based on the beginning salary at the B.A. level for the first year a teacher is involved in the stated activity, and the percentage shall be computed from successive steps on the B.A. scale for each year thereafter, up to a maximum of ten (10) years.

In computing the following percentage rates of pay, the parties agree on the concept that assistant coaches shall receive two thirds (2/3) of the head coach's percentage for each sport.

<u>High School Athletics</u>	<u>Percentage</u>
Varsity Head Football and Basketball Coaches	10
Varsity Assistant Football and Basketball Coaches	6.6
Junior Varsity Head Football and Basketball Coaches	6.6
Junior Varsity Assistant Football and Basketball Coaches	5
Head Baseball and Track Coaches	7
Head Wrestling Coach	7
Assistant Baseball, Track and Wrestling Coaches	5
Head Cross Country, Golf, Tennis, Hockey and Skiing Coaches	5
Coaches of Girls Interscholastic Sports (Per Sport)	5
Ninth Grade Head Football and Head Basketball Coaches	5

Junior High Athletics

Percent

Head Football Coach	5
Assistant Football Coaches	3.3
Head Baseball and Track Coaches	4
Seventh and Eighth Grade Basketball Coaches:	
If one person has both duties, for that one	5
If two persons share duties, for each one	2 1/2
Head Golf Coach	1

Other Programs and Duties:

Adult Education	\$6.75/hr.
Summer School Teaching (credit courses)	6.75/hr.
Driver Education	6.75/hr.
High School Department Heads	\$462.00
High School Band	410.00
High School Year Book and Newspaper	
with one period released time	326.00
High School Senior Class Advisor (If there is more	
than one, pay will be equally divided)	400.00
High School Forensics	205.00
High School Girls Athletic Association	252.00
High School Drama (including production of plays)	341.00
High School Chorus	131.00
Boys' High School Intramurals Supervisor	326.00
Varsity Cheerleading	252.00
Other secondary cheerleading	168.00

	<u>Percentage</u>
High School Cooperative Education Coordinators	
(Compensation for additional auto insurance cost)	\$ 42.00
Junior High School Year Book (If no released time)	131.00
Junior High School Newspaper (If no released time)	131.00
Junior High School Band	200.00
Elementary Camp Duty (All full-time classroom Counselors)	150.00
Elementary Safety Patrol	60.00
Elementary Service Squad	60.00
Junior High School Drama	95.00
Junior High School Intramural Supervisor	194.00
Junior High School Chorus	95.00

The inclusion of any extra duty in this schedule does not obligate the Board to assign that duty.

APPENDIX B

HURON VALLEY SCHOOLS

COMPLETE SCHOOL CALENDAR

1972-73

September 4	Labor Day - no schools in session
September 5	In-service - all schools
September 6	All schools in session - all students report
November 10	End of 1st Marking Period for all schools
November 16-17	Parent-Teacher Conferences - all schools
November 23-24	Thanksgiving recess
December 22 - January 2	Christmas recess - all schools closed
January 3	All schools in session
January 26	Records day - End of 2nd Marking Period for all schools
March 5	In-service - all schools
April 6	End of 3rd Marking Period for all schools
April 20-27	Spring recess
April 30	All schools in session
May 28	Memorial Day - no schools in session
June 14	Last day of school for students
June 15	Records Day

SUPPLEMENT TO THE MASTER AGREEMENT BETWEEN

THE HURON VALLEY EDUCATION ASSOCIATION

AND

THE HURON VALLEY SCHOOL DISTRICT

The above parties reached agreement on a new salary schedule and limited openers to complete the second year of a two-year Master Agreement.

The following pages comprise the new agreements which, following ratification by both the teachers and the Board of Education, are to be attached to and incorporated in the existing agreement.



Article V
Teacher Evaluation

Section E., page 14, revised as follows:

E. The Association, through its building Association Unit, agrees to assign a teaching coach to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

ARTICLE XIV

INSURANCE PROGRAM (Article Rewritten As Follows)

A. Hospitalization Insurance: The Huron Valley Board of Education shall provide hospitalization insurance for all full-time employees covered by this Master Agreement on the following basis:

- (1) Blue Cross/Blue Shield plan consisting of MVF-1 Comprehensive coverage with Master Medical and the ML rider, or MESSA Health Care Insurance - Super Med I.
- (2) For single teachers, the employer shall pay for individual coverage.
- (3) For the married teacher, the employer shall pay up to the full family coverage.
- (4) The new rate of payment for (2) or (3) above will become effective on the final date of ratification of this Agreement.
- (5) Hospitalization insurance shall be provided to regular full-time teachers only.
- (6) There shall be no duplication of insurance. If the teacher is covered by any other hospitalization insurance, the employer's obligation under this provision shall be waived.
- (7) New full-time employee insurance shall become effective when Blue Cross/Blue Shield or M. E. A. requirements are met.

B. The Board shall select the insurance carrier and support the cost of a ten thousand dollar (\$10,000) life insurance policy for every full-time teacher during 1973-74. Further, in the event of the accidental death of a teacher covered under this policy, the effective amount of such coverage shall be doubled.

C. The Board shall give each employee covered by this Agreement five (5) days per year of leave time which may be used by the employee for personal illness. Absence in a given year in excess of five (5) and up to a maximum of seven (7) days will cause deductions of 1/204th of the teacher's contract amount per day. Absence in excess of seven (7) days per year which are due to illness shall be covered by a long-term disability insurance. This insurance shall pay up to 70% of the teacher's contract amount for the teacher's remaining contractual period of up to one year, and up to 60% of the teacher's contract amount from that point on until age 65. On the first day of hospitalization the insurance takes effect with no loss of sick days. Any benefits received by the teacher from Workmen's Compensation Insurance or disability and retirement benefits received under Social Security and the Michigan Public School Employee's Retirement Act shall be deducted from this short-term disability coverage. The long-term disability insurance shall provide for a social security freeze provision and primary only social security as an offset.

D. Up to two (2) business leave days may be used by each contracted teacher in Huron Valley. These days shall not be part of the sick leave program. Reasons for using business leave days will be given in writing. A teacher planning to use a business leave day, or days, shall notify his principal at least one day in advance, except in cases of emergency. Reasonable restrictions may be imposed on business leaves requested for the school day immediately before or after a weekend. No business leave shall be granted for a school day contiguous to a holiday or school recess.

E. Teachers who presently have accumulated banks of sick leave shall be able to retain these banks and use them for the sixth and seventh days of absence. A teacher may accumulate up to 5 days of leave time in a given year, provided, however, in no event shall business leave days be considered to accumulate.

F. The Board shall retain the right to select and name the carrier of this insurance with the following specifications:

- (1) A reputable insurance company with experience in teacher short term disability and long term disability coverage;
- (2) Immediate availability of field representatives;
- (3) Definite time procedure for pay back which is acceptable to both the Board and the Association;
- (4) Proven reliability in fulfilling contracts;
- (5) Detailed list of claims paid out to each employee, including name, date, reason for payment, in addition to composite figures.

Teachers must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of a teacher to work from either the employee's personal physician or one named by the company.

G. Plan of Benefits:

- (1) The daily rate shall be based on a contractual obligation of 204 days. Benefits shall be paid at the rate of up to 70% of the daily rate of pay for each regularly scheduled work day, not to exceed a combined maximum benefit of \$1,500 per month.

- (2) Benefits are payable for the total number of days for which the insured person would normally and regularly expect to be otherwise compensated during any consecutive fifty-two (52) weeks.
- (3) Accident or sickness benefits begin with the eighth (8th) working day the insured person is disabled during any fifty-two (52) consecutive weeks. The first seven (7) days of disability need not be consecutive and may accumulate during such fifty-two (52) week period.
- (4) If the insured person is disabled beyond the fifty-two (52) week period, benefits shall then be payable at the rate of up to 60% of monthly salary, not to exceed a combined monthly benefit of \$1,500 and not to extend beyond age 65.

H. General Insurance Provisions:

- (1) The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
- (2) The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.

(3) Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

I. Teachers will be required to indicate reasons for absences under the illness or disability leave time provisions of this agreement on forms furnished by the Board. A completed copy used for personnel records will be returned to the teacher within two days. Information concerning insurance claims will be available at each building.



ARTICLE XXI

SALARY SCHEDULE

(Sections G. and H. rewritten; new Section I)

A. The salary of all teachers covered by this Agreement, together with a pay schedule for compensable extra-curricular activities and duties, shall be listed in Appendix A which shall be attached hereto and made part of this Agreement.

B. No teacher shall be given credit for experience beyond level five of the salary schedule unless he shall have qualified for a permanent teaching certificate. The provisions of this section shall apply specifically (but not exclusively) to teachers with "emergency" certificates; and it shall also apply to teachers who fail to qualify within the allotted time for a permanent certificate.

C. The Association also agrees that the provisions of the salary schedule shall not apply to teachers' aides and similar para-professionals, provided that such individuals are working under the direct supervision of a certified person.

D. It is understood by both parties that those teachers who were employed by the district during the 1969-70 school year under schedule B of the salary scale shall remain on schedule B without the attainment of further hours; provided, however, that all other teachers shall be subject to schedule B as provided.

E. The parties agree to the combination of the M.A. and the B.A. +36 hours in a single salary schedule, provided that the college semester credit hours apply directly to the improvement of the teacher as it relates to his teaching assignment.

F. Any teacher who is employed by the district prior to the end of the first semester and who continues such employment for the remainder of the school year shall receive credit on the salary schedule for a full year's employment. Any teacher who is employed after the end of the first semester and who continues such employment shall be placed on the same experience level for the ensuing school year.

G. The Association and the Board agree to eliminate steps one and two of salary schedule B (BA+18) for 1972-73 school year, steps three and four of salary schedule B (BA+18) for the 1973-74 school year, and step five of salary schedule B (BA+18) for the 1974-75 school year. Any teacher who qualifies for the then existing steps of the B schedule before September 15 of any year, however, shall receive credit and compensation in accordance with schedule B.

Compensation for steps six through eleven of salary schedule A (BA) for the 1973-74 school year and successive years shall exist only for teachers presently on BA steps who do not earn credit to advance to schedule B. No teacher hired on schedule A after the date of ratification of this agreement shall be advanced beyond step five of that schedule.

H. The Association and the Board shall establish a committee for the express purpose of working toward compensation not based solely on university credits for lateral advancement with consideration given to professional and commercial workshops. Recommendations of the committee shall be reported to the Board and the Association by February 1, 1974.

I. Any teacher within the bargaining unit having a doctoral degree shall be compensated at a rate of \$300 over the appropriate step on Schedule E, provided that the advanced degree applies directly to the improvement of the teacher as it relates to his teaching assignment.

ARTICLE XXIV

(New Article)

Professional Performance and Accountability

A. It is recognized that professional persons are required to possess specialized knowledge which results from long and intensive academic preparation. It is further recognized that actively engaged professionals must demonstrate the consistent and repeated ability to define their objectives and to measure their degree of success in satisfying those objectives. Inasmuch as the primary objectives of teachers are related to the learning of those students assigned to them, it is necessary for teachers to define the objectives of their professional performance in terms of student learning and to provide the means for determining the degree of student learning that results.

In recognition of the above, it is agreed that each teacher will develop performance objectives which shall be in terms of student learning.

- B. It shall be each teacher's responsibility to provide opportunities to discuss educational objectives and student progress with parents of all children assigned to him.
- C. Each teacher, upon request of his principal, shall have a conference to explain his educational objectives and method used for keeping parents informed.
- D. By successfully adhering to the foregoing procedures, a teacher shall be considered to have demonstrated accountability as a professional.

(1)
APPENDIX A

TEACHERS SALARY SCHEDULE 1973-74

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u> <u>B.A.+36</u>	<u>M.A.+15</u>	<u>M.A.+36</u> <u>Ed. Spec.</u>
1.	8,533		9,383	9,783	10,183
2.	8,950	(9,454)**	9,958	10,358	10,758
3.	9,386	(9,977)**	10,568	10,968	11,368
4.	9,845	(10,531)**	11,216	11,616	12,016
5.	10,326	11,115	11,904	12,304	12,704
6.	10,830*	11,732	12,634	13,034	13,434
7.	11,358*	12,384	13,409	13,809	14,209
8.	11,914*	13,073	14,232	14,632	15,032
9.	12,496*	13,801	15,105	15,505	15,977
10.	13,107*	14,570	16,033	16,533	17,033
11.	13,747 *	15,390	17,033	17,533	18,033

* These steps exist only for those teachers on Schedule A (B.A.) prior to ratification of the 1973-74 Salary Schedule.

** Steps eliminated after September 15, 1973

APPENDIX A

EXTRA-CURRICULAR PAY SCHEDULE

The following pay schedules for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned.

Extra-Curricular Pay Percentages:

The following percentages shall be based on the beginning salary at the B.A. level for the first year a teacher is involved in the stated activity, and the percentage shall be computed from successive steps on the B.A. scale for each year thereafter, up to a maximum of ten (10) years.

In computing the following percentage rates of pay, the parties agree on the concept that assistant coaches shall receive two thirds (2/3) of the head coach's percentage for each sport.

High School Athletics:

Percentage

Varsity Head Football and Basketball Coaches	10
Varsity Assistant Football and Basketball Coaches	6.6
Junior Varsity Head Football and Basketball Coaches	6.6
Junior Varsity Assistant Football and Basketball Coaches	5
Head Baseball, Track, Wrestling, and Hockey Coaches	7
Assistant Baseball, Track, and Wrestling Coaches	5
Head Cross County, Golf, Tennis, and Skiing Coaches	5
Coaches of Girls' Interscholastic Sports (Per Sport)	5
Ninth Grade Head Football & Head Basketball Coaches	5

Junior High AthleticsPercentage

Head Football Coach	5
Assistant Football Coaches	3.3
Head Baseball and Track Coaches	4
Assistant Track	2.75
Seventh and Eighth Grade Basketball Coaches:	
If one person has both duties, for that one	6
If two persons share duties, for each one	3
Head Golf Coach	1
Wrestling	3
Girls Track, Basketball, Softball (for each team)	2.5

Other Programs and Duties:

Adult Education	7.10/hr.
Summer School Teaching (credit courses)	7.10/hr.
Driver Education	6.75/hr.
High School Department Heads	480.00*
High School Coordinating Teachers	240.00*
High School Business Manager	450.00
High School Band	500.00
High School Student Council	200.00
High School Year Book and Newspaper	
with one period released time	326.00
High School Senior Class Advisor (If there is more	
than one, pay will be equally divided)	420.00
Other High School Class Advisor	150.00

High School Forensics	215.00
High School Drama (including production of plays)	400.00
High School Chorus	150.00
All Intramural Supervisors **	326.00
Varsity Cheerleading	260.00
Other Secondary Cheerleading	175.00
High School Cooperative Education Coordinators	
(Compensation for additional auto insurance cost)	42.00
Junior High School Year Book (If no released time)	140.00
Junior High School Newspaper (If no released time)	140.00
Junior High School Band	210.00
Elementary Camp Duty (All full-time Counselors)	165.00
Elementary Safety Patrol	65.00
Elementary Service Squad	65.00
Junior High School Drama	110.00
Junior High School Chorus	110.00

The inclusion of any extra duty in this schedule does not obligate the Board to assign that duty.

In the event that the duty is continued, but the teacher is not rehired, the Board or its designee will advise the teacher of the reasons in writing.

*The fact that monetary compensation will be given for these duties does not preclude the possibility of department heads and coordinating teachers being assigned released time whenever deemed necessary by the administration.

**Intramural supervision includes at least 50 hours of supervised activities; if less, pay will be pro-rated.