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Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

CONTRACT

ADAMS TOWNSHIP SCHOOL DISTRICT

AND

ADAMS TOWNSHIP EDUCATION ASSOCIATION

COPPER COUNTRY EDUCATION ASSOCIATION

PAINESDALE, MICHIGAN

1984-1986

(- Adams Township School Muitice

## DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 1984 and shall continue in effect for a two year term of this agreement until the 31st day of August, 1986. This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

Agree to this 2 day of Colofer, 1984 by: ADAMS TOWNSHIP BOARD OF EDUCATION ADAMS TOWNSHIP EDUCATION ASSOCIATION COPPER COUNTRY EDUCATION ASSOCIATION By: Marianne B. Kollie By:

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This Agreement, entered into this day by and between the Board of Education of Adams Township, Houghton County, Michigan, hereinafter called the "Board" and the Adams Township Education Association and the Copper Country Education Association, hereinafter called the "Association".

BE IT, THEREFORE, RESOLVED THAT:

#### ARTICLE I

## Recognition

- A. The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teachers employed by it.
- B. The term "teacher" for purposes of this Agreement shall include personnel on tenure, probation, classroom teachers, guidance counselors, librarians, specialists, but excluding supervisory and executive personnel, office, clerical, and maintenance personnel, drivers and nurses.
- C. Any person shall be considered a teacher for purposes of this contract when filling a teaching position for which no other teacher is employed.
- D. The Association represents probationary teachers in matters of wages, hours and working conditions, but does not represent them in matters of discharge as covered by the Michigan Tenure Act.

## ARTICLE II

## Association and Teacher Rights

- Pursuant to the Michigan, Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection to the extent per-As a duly elected body exercising governmental power mitted by law. under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association of collective professional negotiations with the Board, or his institution of grievance, complaint or proceeding under this Agreement or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association shall have the right to use school buildings at all reasonable hours for meetings at such times and such facilities as will not interfere with the regular school activities or other prior commitments by the Board for the same facilities, provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school facilities before commencement of the school day, nor after the end of the school day provided custodial help is available during that period of time.
- authorized representatives of the Association and D. Duly their affiliates shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and further provided that such representatives shall first report to the superintendent or building principal's office upon entry and arrange to conduct their business.
- E. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communication to teachers. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to make available for inspection to the Association in response to prearranged requests all information legally available to the public.
- H. The Board will discuss with the Association the educational aspects of major construction programs or major revisions of educational policy. The Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and general publication; final decision is in the Board's sole discretion.
- I. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position. J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- K. The Board shall place on the agenda of each regular Board Meeting as an item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.
- L. The Education Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board of Education for the purpose of complying with the provisions of Paragraphs C, D, and E of Article II.

#### ARTICLE III

## Management Rights

- A. The Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:
  - A. To the executive management and administrative control of the school system and its properties and facilities, and employees;
  - B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

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 hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, and the terms of this Agreement.

#### ARTICLE IV

## Teaching Hours and Class Load

A. Elementary - Teachers shall be required to report for duty at 8:30 a.m. before the opening of the pupils' regular school day at 8:40 a.m. and shall be permitted to leave at 3:30 p.m. after the close of the pupils' regular school day at 3:00 p.m. Teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day. The teachers agree to assist with supervision of students on those days on which there is a two (2) bus dismissal.

Secondary - Teachers shall be required to report for duty at 8:20 a.m. before the opening of the pupils' regular school day and shall be permitted to leave at 3:20 p.m. after the close of the pupils' regular school day. Teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day.

B. Elementary - The past practice of utilizing a rotating assignment schedule to supervise student recess periods will be continued for the duration of this contract. The teachers agree to meet with the elementary principal or his representative to set up a mutually agreed upon rotating assignment schedule. Unassigned teachers may use this fifteen (15) minute student recess period as preparation time. The practice of granting one (1) free period per week, within the structure of the later elementary departmentalized program, will be continued for the duration of this contract.

Secondary - The weekly teaching load for the 1984-86 school years shall conform to the eight (8) period day. This will consist of thirty (30) teaching periods and ten (10) unassigned preparation periods.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and the daily and weekly schedule is necessary for progress in education. The parties further mutually agree that the assignment of teaching periods and time of preparation periods and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

- C. Elementary and Secondary No departure from these norms, except in the case of emergency, shall be made without prior agreement with the Association.
- D. Elementary and Secondary If a teacher shall teach more than the normal teaching load, as set forth in this Article, he/she shall receive additional compensation at the rate of one-sixth (1/6) of one's daily rate of pay for each hour of classroom teaching assignment over the normal teaching load.
- E. Elementary and Secondary A teacher engaged during the school day in negotiating in behalf of the Association or participating in any professional grievance procedure with any representative of the Board shall be released from regular duties without loss of salary.
- F. Elementary During the 1984-86 school years, the Administration and teaching staff of the elementary building will meet during the last week of each month to develop a rotating supervisory lunch schedule of students for the next month. Consideration will be given to those staff members whose schedules do not allow for such assignments.

A teacher who assumes lunch supervision will be allowed to leave with students on those days of supervision.

Secondary - All teachers shall be entitled to a duty-free lunch period, as scheduled by the principals, equivalent to the students' lunch period. The teachers agree to meet with the secondary principal or his representative to set up a voluntary rotating schedule for inside supervision of the students during the lunch period.

G. Elementary and Secondary - Teachers may use as preparation time those periods during which their classes are receiving instruction from various teaching specialists.

#### ARTICLE V

## Special Student Program

- A. The parties recognize that children having physical, mental and emotional problems, as determined through testing and interview procedures for Special Education, may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and class. Such assignments will be made when economically and educationally feasible and with the concurrence of the teacher involved. Special attention will be given to reducing class size where special students are placed in a regular classroom.
- B. The parties, to assist the teacher will cooperate to increase the psychological testing program, and to correlate such activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

#### ARTICLE VI

## Teaching Conditions

- A. 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. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. To relieve teachers of clerical activities the Board agrees to engage not less than one (1) clerical aide in the high school, and not less than one (1) clerical aide in the elementary school, if economically feasible.
- C. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program, the size of the individual classes shall be given careful consideration and any inequities may be remedied by the Board of Education, if economically and educationally feasible. The following table contains suggested optimum and suggested maximum class sizes.

		:*O	Optimum	<u>Suggested</u> <u>Maximum</u>
1.	Elementary			3.50
	Kindergarten First-Second Grade Third-Sixth Grade		16 15 18	22 22 25
2.	Secondary			
	English Social Studies General Education Mathematics Science Language Business		18	25
	Typing Industrial Arts Drafting Vocational Shops Homemaking Music Art		25 15 25 15 15 30 20	30 20 30 20 20 40 25

Physical Education	٥٢	
Pool	25	30
Hygiene	18	25
	18	25
Study Hall	75	100

- D. The Board recognizes that appropriate tests, 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. Furthermore efforts shall be continued to seek textbooks and supplementary reading materials which contain the contribution of minority groups 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 undertakes promptly to implement all joint decisions thereon. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein texts which are reasonably requested by the teachers of that school.

  F. The Board shall provide:
  - A desk in each classroom in the district with lockable drawer space.
  - 2. Adequate chalkboard space in every classroom, upon request of the teacher.
  - Copies exclusively for each teacher's use of all texts used in each of the courses he is to teach.
  - 4. An appropriate dictionary in every classroom.
  - Adequate attendance books, paper, pencils, pens, chalk, erasers, and other material required in the daily teaching responsibility.
- G. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Furnishing for such facilities will be mutually agreed upon by the Association and the Board.
- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

#### ARTICLE VII

## Qualifications and Assignments

- A. The Board shall employ teachers who have at least a Bachelors degree from an accredited college or university. This provision in no way inhibits the Board's right to hire non-degreed vocationally certified personnel.
- B. The employment of teachers upon special certificates is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the superintendent of schools subject to the approval of the Board of Education. Insofar as he can do so with the staff available, the superintendent shall assign teachers wherever possible within the scope of their teaching certificates and within the scope of their major or minor fields of study.
- D. All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than the preceding first day of July. In the event that subsequent changes in such teaching assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August, preceding the commencement of the school year, except in emergency situations.
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer courses, shall be with the consent of the teachers. Preference in making such assignments will be given to teachers regularly employed in the district. Other qualifications being equal, seniority shall be the determining factor in selection. Notice of such positions shall be posted as soon as possible prior to their starting date. Where possible, teachers shall be advised and encouraged to meet qualifications.

#### ARTICLE VIII

# Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignment to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing; one (1) copy shall be filed with the superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. Whenever a vacancy of any professional position in this district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. Any agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares support of a policy of promotions from within its own teaching iect to the best interest of the school district. The decision of the Board as to the filling of such vacancy shall; however, be final.
- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional

#### ARTICLE IX

## Illness or Disability

A. At the beginning of each school year each teacher shall be credited with a ten (10) days' sick leave allowance to be used for absences caused by illness or physical disability of the teacher or his immediate family. The unused portion of such allowance shall accumulate from year to year to a total of one hundred and forty (140) days. It is agreed that this total of accumulated days will remain in effect through the 1985-1986 school year.

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50) days. The pool shall be created by a one (1) occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of five (5) sick days.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of three (3) members of the Association and one (1) member of Administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may, at the discretion of the Board, be renewed each year upon written request by the teacher.
- C. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
- D. Absence due to injury or illness incurred in the course of the teacher's employment compensated for by the Michigan Workman's Compensation Act shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workman's Compensation Act for the duration of such absence, but not in excess of one (1) school year.

#### ARTICLE X

## Personal Business

- A. At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher must notify the superintendent one (1) day adjacent to a holiday break or the first or last work day of the school cases of emergency, and reason for such leave shall be explained and be subject to approval by the principal or superintendent. One (1) unused personal business day shall be carried over to the following year. Accumulated personal business days shall not total more than three (3) are to be taken, the third such day is subject to approval of the principal or superintendent. Any unused personal leave days are to be credited to accumulated sick leave at the end of each school year.
- B. 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.
- C. At the beginning of every school year, the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Days that are reimbursable by the Michigan Education Association shall not be used under the terms of this paragraph.
- N. At the beginning of every school year each teacher shall be credited with six (6) days to be used for the purpose of attending a funeral(s) for members of the immediate family. Funeral leave for perapproval of the superintendent. In each case the teacher shall notify the superintendent at least one (1) day in advance whenever possible.

#### ARTICLE XI

## Leaves of Absence Without Pay

- A. The Board may grant a leave of absence of up to one (1) year without pay to a tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; or engaging in study at an accredited college or university reasonably related to his professional responsibilities; or cultural, travel or work programs related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same positions on the salary schedule as they would have been had they taught in the system during such period.
- D. One (1) year leave of absence shall be granted to a teacher, upon application, for the purpose of campaigning for a public office. A leave of absence, not to exceed four (4) years, may be granted to any tenure teacher, upon application, for the purpose of campaigning for or serving in a public office.
- E. At the discretion of the Board of Education and administration a one (1) year leave of absence may be granted to any tenure teacher upon his request. This leave request must be given to the Board at least ninety (90) days prior to the anticipated opening of the school year for which the leave is to be granted. This leave of absence shall not be credited towards advancement on the salary schedule.

## ARTICLE XII

## 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 a respect for the constitution and the Bill of Rights, and to instill appreciation of the values of individual responsibility. 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
- B. Academic freedom shall be encouraged and no special limitations shall be placed upon study, investigation, human society, the physical and biological world and other branches of learning; subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed both to safe-appropriate examples the basic objectives of a democratic society.
- D. Paragraphs A, B, and C of this Article are limited by the application of the Michigan School Code of 1955 as amended, the Michigan Tenure of Teachers' Act, the rules and regulations of the State Board of Education, and the Codes of Ethics of the National Education Association and the Michigan Education Association.

#### ARTICLE XIII

#### Teacher Evaluation

- A. Any work performance of a teacher shall be evaluated in writing. All evaluations, monitoring or observation of the work of a teacher shall be conducted openly.
- B. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.
- C. Each teacher shall have the right, upon request, to review the contents of his personal file after all confidential recommendations have been removed. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each file shall be initiated as of the date of ratification of the contract and shall contain the following:

Annual TB reports and required medical information All teacher evaluation reports Copies of annual contracts Record of teacher certificate A transcript of academic records Tenure recommendation

Any of the above information not in the folder at such date will be included in the file if the teacher so desires and supplies such. No material submitted as non-confidential may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the said file.

D. Notice must be given to a faculty member no later than sixty (60) days prior to the ending of the school year for the first and second probationary years if services are not acceptable to the administration.

## ARTICLE XIV

# Professional Behavior

- A. 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, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being or is professionally demeaning.
- B. Except in an emergency situation, a teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just be made available to the teacher and, upon receipt of a written authorization by the teacher, such information shall be provided to the Association. Any teacher relieved of extra-curricular services shall be notified in writing of the reason for such termination.
- D. Teachers will be expected to remain on duty in the event of an emergency situation until students have been dismissed. In the event of an isolated incident the teacher will be expected to remain on duty for a reasonable length of time.

#### ARTICLE XV

## Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community educational projects.
- B. Upon written application made two (2) weeks in advance and upon approval of the administration and the Board, teachers may be permitted to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed reimbursable by the Board upon submission of an itemized list of said expenses with obtainable receipts attached thereto. A teacher attending such conferences or meetings upon the permission of the Board shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

#### ARTICLE XVI

## Maintenance of Standards

- A. In the event that this district shall be combined with one (1) or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.
- B. When economically and educationally feasible all conditions of employment, including teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the standards in effect in the district at the time this Agreement is signed except where the same may be altered, amended, or changed by the express provisions of this Agreement.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

#### ARTICLE XVII

#### Staff Reduction

In the event that the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field or program, or eliminate or conslidate positions, the following procedures will be adhered to:

- A. Qualification for placement of a teacher in a teaching position shall be determined by his/her possession of valid State of Michigan teaching certificate(s) or license(s) for said position.
- B. Seniority shall be computed from the first date of the teacher's employment in the Adams Township School District and shall be measured by the length of continuous service to the district. Length of continuous service will not accumulate but will be retained while on authorized leaves of absence or during layoff as provided in this Article. A teacher will not lose seniority if he accepts a nonteaching position in the system and then returns to a teaching position. Seniority will not accumulate while the teacher is in a non-teaching position.
- C. In the event of layoffs in those positions for which qualified tenured teachers are available, first year probationary teachers will be laid off first, then second year probationary teachers, then third year probationary teachers.
- D. In the event of layoffs involving tenured teachers who qualify for a position, layoffs will be on the basis of the following criteria in the order listed:
  - 1. Seniority
  - 2. Extent of experience in subject and/or grade level
  - 3. Major certification
  - 4. Minor certification
  - 5. Administrative teacher evaluation in writing.
- E. Except in the case where an unanticipated reduction in revenues occurs, layoffs will be effectuated at the start of a new school year and all teachers so affected shall not lose their fringe benefits during the summer months prior to such new school year which were afforded to them under this Agreement.
- F. In the event that the Board anticipates layoffs will occur, the Association will be notified as soon as possible of such anticipation along with the probable subjects and/or grade levels which might be affected. When the decision is made by the Board to reduce staff the affected teachers will be given written notice as soon as possible; such notice shall be given at least sixty (60) days prior to the end of the school year.

- G. Any teacher on lay off shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- H. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay offs, recall, or other notice to the teacher. It is the teacher's responsibility to notify the Board within ten (10) days of receipt of notification.
- I. A seniority list shall be provided to the Association each school year by October 15.

#### ARTICLE XVIII

## School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association or except to meet the minimum requirements set forth by the State.

## ADAMS TOWNSHIP SCHOOL DISTRICT SCHEDULE A

200		
9 3 yr	*Te	ntative Calendar* 1985-1986
Opening Day	September 4	September 3
In-Service	October 12	October
Thanksgiving Recess	November 22-23	November 28-29
School Reopens	November 26	December 2
Christmas Recess	December 21	December 21
School Reopens	January 2	January 2
End of 1st Semester	January 21	January 23
Beginning of 2nd Semester	January 22	January 24
Easter Recess	April 4	March 28
School Reopens	April 15	April 1
Memorial Day	May 27	June 2
End of 2nd Semester	June 5	June 6

IT IS UNDERSTOOD AND AGREED UPON BY THE PARTIES that September 3, 1985 shall be the starting date for the school year 1985-1986.

IT IS FURTHER UNDERSTOOD AND AGREED UPON that the remaining parts of the 1985-1986 calendar shall be negotiated and agreed upon on or before September 30, 1985.

#### ARTICLE XIX

## Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and other teaching experiences for which credit is allowed.
- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- E. Veterans will be advanced one (1) year on the salary schedule for each year of active service if drafted into the U.S. Armed Forces or equivalent service, providing service interrupts college teacher education or immediately follows college.

SCHEDULE B ADAMS TOWNSHIP SCHOOL DISTRICT SALARY SCHEDULE

tinuing 85-86		\$20,164 21,004 21,984 22,964 24,365 25,765
M.A. Continuing 84-85		\$19,325 20,135 21,080 22,025 23,375 24,725
85-86		18,624 19,464 20,304 21,285 22,265 23,665 25,065
M.A.		17.845 18.655 19.465 20.410 21.355 22.705 24.055
8.A.+18 85-86	\$14,703 15,263 15,823 16,524 17,224	18,764 18,764 19,604 20,584 21,565 22,965 . 24,365
84-85	\$14,070 14,610 15,150 15,825 16,500	17,175 17,985 18,795 19,740 20,685 22,035 23,385
• 85-86 by	\$14,003 14,563 15,123 15,823 16,524	17,274 18,064 19,834 20,864 22,265 23,665
84-85	\$13,400 13,940 14,480 15,155	16,305 17,315 18,125 19,070 20,015 21,365 22,715
Steps	011284	5 7 8 10 11
85-86 Index	1.00	1.35

Longevity payment increase of \$100 at the completion of the fifteenth (15th) year and \$50 per year at the completion of each year thereafter starting with the sixteenth (16th) year of continuous service in the Adams Township School System.

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The Adams Township Board of Education agrees to pay an additional \$350 for those teachers who attain certification which requires work experience beyond the requiar academic requirements and who uses such certification to the advantage of the Adams Township School District during the regular school day.

The Adams Township Board of Education agrees to pay an additional \$350 for those teachers who attain an Educational Specialist certification. EXTRA PAY FOR EXTRA SERVICES. The Board agrees to pay employment at the following rate for extra services performed. Longevity in an extra-curricular position does not denote tenure. Assignments will be made at the discretion and approval of the administration prior to any paid activity.

	1984-1985	1985-1986
Cheerleading	\$ 278.00	\$ 286.00
Basketball-Boys Varsity Coach	1,833.00	1,888.00
Basketball-Boys J.V. Coach	824.00	849.00
Basketball-Girls Varsity Coach	1,545.00	1,591.00
Basketball-Girls J.V. Coach	824.00	349.00
Basketball-Boys Jr. High Coach	434.00	447.00~
Basketball-Girls Jr. High Coach	434.00	447.00
Hockey Varsity Coach	1,833.00	1,888.00
Cross Country Coach	618.00	637.00
Synchronized Swimming	501.00	516.00
Competitive Swimming	618.00	637.00
Track-Boys	526.00	542.00
Track-Girls	526.00	542.00
Golf Coach	278.00	286.00
Pom Pom Advisor	105.00	108.00
Year Book Advisor	278.00	286.00
Chaperones-Per Occasion V	13.00	13.00
Safety Patrol√ .	346.00	356.00
Safety Patrol Chaperone	89.00	92.00
Forensics	278.00	286.00
School Play Director	405.00	417.00
Senior Advisor	174.00	179.00
Junior Advisor	174.00	179.00
Newspaper Advisor	157.00	162.00
Timing & Scoring Basketball Games-J.V.	6.60	5.80 6.80
Timing & Scoring Basketball Games-Varsity ✔	7.00	200 7.20
*Music Director	1,371.00	1,412.00
Student Council Advisor	128.00	132.00
Junior High Track	156.00	161.00

\*Teachers presently employed and working toward a permanent certificate will be placed on the permanent scale upon receiving such certification.

<sup>\*\*</sup>This pay does not include any summer band activities.

A. When substitute teachers cannot be located the principal may assign teaching staff members to classes during their preparation periods, provided that the teacher agrees and does not neglect previous assignments. These assignments are to be made only when substitute teachers are unavailable. The rate of pay is to be Seven Dollars and Fifty Cents (\$7.50) per period.

- B. The rate of compensation for use of personal automobile conveyance shall not be less than Twenty (20) Cents per mile or the entire direct travel cost for use of the most reasonable available public conveyance for travel on field trips or other business of the district.
- C. Assignments in Adult Education, Driver Education and Summer School shall be compensated at Seven Dollars (\$7.00) per contact hour base rate with Twenty-five (25) Cents per contact hour increase for each year of experience up to and including ten (10) years. It has been agreed that this rate will remain in effect through the 1985-1986 school year.

#### ARTICLE XX

## Special Teaching Assignments

- A. Assignments for the Adult Education, Driver Education and Summer School Program will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.
- B. The Board agrees at all times to maintain a practicable list of substitute teachers. Teachers shall be informed of a telephone number they shall call between 7:00 and 7:30 a.m. to report unavailability for work.

#### ARTICLE XXI

## Student Discipline and Teacher Protection

- A. The Board recognizes its respnsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the teacher and a representative of the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is, likewise, recognized that when discipline problems occur they may most constructively be dealt with by the teacher with encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Procedure for suspension of students from school shall be distributed to secondary students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his parents when warranted. Transfer of the student to another teacher who has one (1) or more pupils in class who constitute serious behavioral problems shall be accomplished only with the consent of the teacher and appropriate recognition shall be given by way of reducing class size or greater or more frequent relief periods whenever possible.
- E. Any case of assault upon a teacher by a student shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. The Board will, at its discretion, reimburse teachers for any loss, damage, or destruction of clothing or personal property of the

teacher while on duty in the school or on the school premises upon the completion of the investigation and consideration of such loss, damage, or destruction.

- H. Whenever disciplinary action is taken against a teacher any notice thereof to be included in said teacher's personnel file will be reported in writing to the teacher concerned.
- I. In the opinion of the Board, if a breach of professional ethics occurs the Association shall be notified after consultation with the teacher.

#### ARTICLE XXII

## **Insurance Protection**

A. The Board agrees to pay the following monthly premiums toward either Blue Cross-Blue Shield or Super Med II Health Insurance for the duration of this contract which terminates June 30, 1986.

Full Family	 \$250.00
Two Persons	230.00
Single	 110.00

It is further understood by both parties that any increase in the above amounts during the contract period shall be the responsibility of the individual bargaining unit member up to the following maximums:

Full Family	 \$270.00
Two Persons	 240.00
C 7 -	 100 00

Any increase in premium beyond the aforesaid amounts shall be assumed and paid for by the Board. It is further understood that any increase in premium charges attributable to benefits received in excess of those now being provided for by the School District will also be the responsibility of the individual.

- B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st and ending August 30th when necessary premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. Teachers are required at their own expense and as a condition of employment to provide for their protection comprehensive public liability insurance, in an amount not less than \$100,000.00 for each occurrence or accident, within 60 days of commencement of employment. Coverage shall be sufficiently broad to protect teachers involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk of injury from unusual hazards incident to supervising athletics, teaching shop or art. Teachers who have obtained tenure in this district prior to June 1, 1968 need not comply with this paragraph.

#### ARTICLE XXIII

## Professional Grievance Procedure

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - The termination of services of or failure to re-emoloy any probationary teacher.
  - 2. The placing of a non-tenure teacher on a third year of probation.
  - 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- 8. The term "days" as used herein shall mean days in which school is in session.
- C. A written grievance must be submitted on the proper form, a facsimile of which is included in this contract. Any form containing errors or omissions may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- D. Step I A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal, either directly or through the Association representative, with the objective of resolving the matter informally.
- If, within three (3) days of the informal discussion with the building principal, a grievance still exists the teacher may invoke the formal grievance procedure through the Association by filing with the building princpal a grievance form with the grievant's portion of Step I completed. The principal shall render his disposition in Step I and return the form to the Association within three (3) days of its submission to him.
- Step II If the aggrieved person is not satisfied by the principal's written disposition at Step I the written grievance shall be filed by the Association with the superintendent within five (5) days of the written disposition by the principal. Within eight (8) days of receipt of the written grievance the superintendent shall arrange to meet with the grievant, and/or at the option of the grievant the Association representative, to discuss the grievance. The superintendent shall render his disposition in Step II and return the form to the Association within five (5) days of the discussion.
- Step III If the grievant is not satisfied by the disposition of the grievance by the superintendent in Step II, or if no disposition

has been made within the time limit, the grievance may be submitted to the Board by filing the grievance form with the Board secretary not less than five (5) days prior to the next regularly scheduled Board meeting for placement on the meeting agenda.

The Board shall render a decision in Step III after receiving the written grievance and meeting with the grievant and the Association. In no event, except with written consent of the Association, shall final determination by the Board be made and returned to the Association more than fifteen (15) days after meeting with the grievant and the Association.

#### Step IV -

- 1. Individual teachers may not process a grievance at Step IV.
- 2. If the Association is not satisfied with the disposition of the grievance at Step III it may refer the matter for arbitration to the American Arbitration Association, in writing, provided that notice is given to the Board, or its designated representative, within ten (10) days after the written decision of the Board at Step III. The arbitrator will be selected according to the rules of the American Arbitration Association except each party shall have the right to preemptorily strike not more than three (3) names from the list of arbitrators.
- 3. Neither party may raise a new defense or ground at Step IV not previously raised or disclosed at other written Steps. Each party may submit to the other party, by mutual agreement not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

#### Miscellaneous Provisions

- The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- After a case of which the arbitrator is powered to rule hereunder has been referred to him it may not be withdrawn by either party except by mutual consent.
- More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

- 4. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- 5. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- Filing and presentation of grievances shall not interfere with a teacher's regular assigned duties unless mutually agreed to by both parties.

GrievanceSchool Distr	ict Distribution of Forms
GRIEVANCE REPORT	<ol> <li>Superintendent</li> <li>Principal</li> </ol>
Submit to Principal in Duplicate	<ol> <li>Association</li> <li>Teacher</li> </ol>
Building Assignment Name of Grievant	Date Filed
STEP I	-
A. Date Cause of Grievance Occurred	
B. 1. Article and Paragraph of contract all violated  Article (s) Paragra	
2. Statement of Grievance	
(If additional space is needed in reporting Se I, attach an additional sheet.)	ections B 1 and 2 of Step
3. Relief Sought	
Signature	Date
C. Disposition by Principal	1
Signature	Date

	STEP IV  Date Submitted to Arbitration	
	Signature	Date
•	Position of Grievant and/or Association	
	Signature	Date
3.	Disposition by Board	
•	Date Received by Board of Education or Designee	
	STEP.III	
	Signature	Date
	Position of Grievant and/or Association	
	Signature	Date
_	Disposition of Superintendent or Designee	
3.	Date Received by Superintendent or Designee	
Α.	STEP II	
	ASSET A	Date
	Trabation Signature	
_	The state of the s	

В.	Disposition and Award of Arbitrator	
	Signature	Date
NOTE	: All provisions of Article of the Agreement dated	1

## ARTICLE XXIV

## Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, it is recognized that matters of mutual concern may arise from time to time which have not been negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Between March 1st and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. When mutually agreeable the Association's negotiating sub-committee of no more than three (3) members shall be granted release time to permit the parties to negotiate during the regular school hours.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE XXV

# Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent within the terms and conditions of this Agreement and any individual contract with the terms of this or subsequent Agreements to be executed by the with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. 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 provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed.
- F. There shall be three (3) signed copies of the final Agreement for the purposes of record. One (1) will be retained by the Board, one (1) by the Superintendent, and one (1) by the Association.
- G. It is expressly understood between the parties hereto that the provisions of this contract shall be subject to the Economic Stabilization Act of 1970 and Presidential Executive Order No. 11615 or promulgated by an official agency connected therewith, unless they are found not applicable in the case of this contract.

#### ARTICLE XXVI

## Membership, Fees and Payroll Deductions

- A. Teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June and September of a given year.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA provided; however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for a discharge from employment.

The deduction of membership dues shall be made from the first paycheck each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Treasurer of the local Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

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See F. ARTICLE XXVII

# Early Retirement Incentive

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Adams Township Board of Education.
- B. Teachers retiring prior to the retirement age of sixty-five (65) will be eligible for the following benefit: A lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500.00). Said lump sum payment of may be taken in any combination of cash or the apportionment of said stipend to cash and the payment of a single subscriber insurance premium.

This retirement incentive is contingent upon a person retiring at the end of the first school year in which he/she has reached the age of fifty-five (55), or as soon thereafter as he/she has acquired thirty (30) years for retirement in the Michigan Public School Employees at least ten (10) years with the Adams Township School District.

Should the teachers not take this retirement incentive the year they are eligible, they will forfeit One Thousand Dollars (\$1,000.00) of retirement incentive for each year they delay retirement. Example: Someone who is eligible in June, 1985 to retire, but delayed retirement until June, 1993 would get zero incentive; if they retired June, 1986 they would receive would forfeit only Five Hundred Dollars (\$6,500.00). Retirements at mid-year

- C. (1) Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, qualify for benefits under this plan.
- (2) Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.
- D. Written notification of intent to retire must be given to the superintendent at least three (3) months prior to the retirement date intended.
- E. You must be employed by the Adams Township Board of Education on the last working day prior to date of retirement or on normal sick

#### LETTER OF UNDERSTANDING

#### IT IS HEREBY UNDERSTOOD AND AGREED TO BY THE PARTIES HERETO that:

- A. In order to promote and facilitiate communications and to establish a good working relationship to solve and prevent problems, monthly meetings will be held upon request by the teachers, superintendent and building principal.
- B. An annual joint meeting of the administration and Association shall be held in May, upon the request of the Association, to discuss class sizes and the distribution of students for the following year.

Adams Township School District Adams Township Education Association

By:		By:	170.75.77
By:	17	By:	
By:		By:	