

1968

66-68

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

CONTRACT AGREEMENT  
BETWEEN

AKRON-FAIRGROVE EDUCATION ASSOCIATION  
AND  
AKRON-FAIRGROVE BOARD OF EDUCATION

Akron - Fairgrove Board of Education

MEA  
1216 Wendle  
East Lansing, Mich.  
48823



# PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this                    day of                    , 1966 and between the Board of Education of Akron-Fairgrove, Michigan, hereinafter called the "Board", and the Akron-Fairgrove Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Akron-Fairgrove their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.



In consideration of the following mutual covenants, it is hereby agreed as follows:



## ARTICLE I

### Recognition

A. The Board hereby recognized the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counsellors, librarians employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within 30 days of the beginning of their employment hereunder, teachers shall sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Michigan Education Association, upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted to the Association.



D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.



## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely 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 cover of law of the state of Michigan, The Board 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; 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 or collective professional bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

C. The Associations and its members shall have the right to use school building facilities at all reasonable hours for meeting. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and daily bulletin shall be made available to the Association and its members.



D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations.



### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the two year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined. For extra work the teacher shall be entitled to appropriate additional professional compensation, at their established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in schedule A by the total number of state required (180) membership days of attendance by 6 hours. This above stipulation is intended to include reimbursement for all summer work, as required by the administration and the board. Those areas relating to after-school activities involving any specific single parent-teacher conference, PTA meeting, will be deemed professional obligations. The association agrees to communicate with the administration and its association members toward attendance for these types of activities. Those after school responsibilities which are specifically assigned "supervision" of extra curricular activities or other required activities shall be paid per the established teacher hourly base rate or as provided for extra-curricular activities from Schedule A supplemental reimbursement.



C. Teachers shall not be required to report more than two work days prior to the beginning of classes in fall or to remain more than two days after classes end in spring.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

E. A designated teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. An officer shall be released from regular duties without loss of salary for 2 days per year for the purpose of participating in area or regional meeting of the Michigan Educational Association.

G. There will be provided a reasonable number of days to provide for parent teacher day conferences.

H.(1) Teachers coming into, or presently with, the system at mid-year will be granted the full year's experience as requested.

2. The Board agrees to add a 9th and 10th increment at 4% to the 65-66 present salary schedule. All current teachers deemed as being placed on schedule for the 66-67 school year by past agreements. Teachers to progress to the 9th step where appropriate for the school year 1967-68.

3. Recognize that salary schedule is renegotiable next year for school year 67-68.

4. To appoint a curriculum coordinator for a subject area or department when appropriate and where qualified teachers are available. These appointments based on administrative recommendations for curriculum areas as deemed appropriate. Salary reimbursement to be \$200 not subject to tenure.



5. Agree to reinstate the provision of section F of the current salary schedule 65-66 of \$200 for guidance.



## ARTICLE IV

### Teaching Hours'

A. The teachers normal teaching hours in the Jr. High and Secondary Schools shall be as follows:

1. Teachers check in no later than  $\frac{1}{2}$  hour before school begins.
2. Teachers at assigned place of duty not later than 15 minutes before classes begin.
3. Teachers shall leave school no earlier than 15 minutes after dismissal time.

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

1. Teachers check in no later than  $\frac{1}{2}$  hour before school begins.
2. Teachers at assigned place of duty not later than 15 minutes before classes begin.
3. Teachers shall leave school no earlier than 15 minutes after school dismissal time.

C. The Board recognized the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than 45 minutes.

E. Elementary teachers will be provided 2 fifteen minute relief periods per day.



## ARTICLE V

### Teaching Leads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods, and 5 unassigned preparation periods. The normal weekly teaching load in the junior high school will be 20 teaching periods and 5 supervised study or activity periods and 5 unassigned preparation periods, or a normal high school schedule. The normal weekly teaching load in the elementary schools will be 30 teaching periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field or study or experience. Teachers will be assigned, within their major area of preparation and experience, so far as is administratively practicable.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon "as practicable" and prior to June 1st. Such changes will be "voluntary" to the "extent possible". Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.



D. Contracts will be tendered to teachers January 15-30th or thereabouts as is practicable. These contracts, when issued, are returnable within 30 days. Contracts when tendered are subject to any provisions so stated in the master contract and any provisions either negotiated or in the process of being negotiated and later accepted by the association and the board of education. This statement is intended to serve as a desire by both parties to allow teacher placement in such a manner as to not delay the hiring of teachers currently employed or additions or replacements to the staff. This agreement is made subject to any modification found necessary as provided by the teacher tenure law or other state regulations.



## ARTICLE VI

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher 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 the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and in no event exceed the following maxima:

The board agrees, with the stated class load with a 20% allowable factor. It, further, agrees to utilize this as a guideline within administrative ability using appropriate criteria as a basis for necessary adjustment.

- (1) Kindergarten and 1st Grades            20 pupils
- (2) Elementary school grades 2nd, 22 pupils  
25 pupils, Grades 3 thru 6
- (3) Special classes for handicapped or  
mentally retarded                            15 pupils

It is also intended that no split grades may be inaugurated to achieve the above stated class size levels.

- (4) Special sight-saving and hearing  
conservation classes                            12 pupils
- (5) Emotionally disturbed classes            9 pupils



The maximum class size per teacher in the secondary schools shall be as follows with the same allowable 20% factor as the elementary class load.

English	}	
Social Studies		
General Education		25 pupils
Mathematics		
Science		
Language		
Business	}	
Typing		30 pupils
Industrial Arts		20 pupils
Drafting		30 pupils
Vocational Shops		20 pupils
Homemaking		20 pupils
Music		35 pupils
Art		25 pupils
Health Education		40 pupils
Hygiene		25 pupils

2. The Board agrees, to except a maximum of three (3) preparations at the junior and senior high level as desirable. It agrees to utilize this as a guide within administrative ability for overall adjustment where necessary.

B. The Board shall furnish without charge these items needed for safety reasons.

C. 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.



The association or administration may request to confer from time to time for the purpose of improving the selection and use of educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

D. To relieve teachers of noon <sup>recess,</sup> and, the Board agrees to engage aides to assist with providing recess relief time which is acceptable by the Board, of providing noon playground supervision which is acceptable by the Board. Aides, adult or student in the high schools, junior high school and elementary school. The aides will handle patrol duties, operating audio-visual equipment, collecting moneys for milk and lunch, and similar non-professional responsibilities.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teachers use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

G. Telephone facilities shall be made available to teachers for their reasonable use if facilities are available.

H. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association in the teachers lounge, the proceeds to be used for the existing Teachers Recreational Fund.

I. Adequate parking facilities shall be made available to teachers for their exclusive use.

J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall



be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.



## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the 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. Teachers will be notified of any vacancies and if so interested, notify the administration within 48 hours, if so interested.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board 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. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.



## ARTICLE VIII

### Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Transfers may be made by the administration to allow better staff utilisation for student learning and teacher inter-relations.

C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in ARTICLE VII.

D. Any teacher who shall be transferred to a supervisory 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.



## ARTICLE IX

### Leave Pay

A. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for the duration of the illness, with the amount paid to be pro-rated against cumulated sick leave.



## ARTICLE I

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. For those illnesses extending over 30 days a doctor's statement, at no board expense, shall be furnished by the teacher.

B. Leaves of absence with pay deducted for a substitute teacher's pay with no deduction against sick leave) shall be granted for the following reasons:

(and, if questioned shall be determined by the Ethics Committee)  
(the local M.E.A. unit)

- (1) A maximum of five days per school year for a critical illness in the immediate family.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
- (5) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay or sick leave not chargeable against the teachers allowance shall be granted for the following



- (1) A maximum of five days per school year for a death in the immediate family of:

father	wife
mother	children
brother	
sister	

- (2) Absence when a teacher is called for jury service. Teacher will request relief from jury duty.
- (3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The Teacher will request relief from jury duty or as a witness.
- (4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings if so directed to attend by the Administration.
- (5) Time necessary to take the selective service physical examination.

D. Leaves of absence of minimum duration without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.



E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within five years.

F. Leave of absence if administration approved will be granted of up to two years to any teacher who joins the Peace Corps as a full time participant in a teaching capacity. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

G. Teachers who are executive officers of the Association or are appointed to State level staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted "for the period of the draft". Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system, "for the period of the draft" or as provided for under the soldiers and sailors relief act.

I. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office;



## ARTICLE XI

### Teacher Evaluation

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

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. 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 discipline 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.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.



## ARTICLE XII

### Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the teacher is found guilty of a misdemeanor or felony as a direct outgrowth of said incident, and the case has been finally adjudicated.

D. Any complaints to the administration by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

E. 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 gross neglect of duty, for any damage or loss to person or property.



F. A committee, composed of administration officials, teachers, and bus drivers, should be appointed to work with the bus drivers on bus discipline.



### ARTICLE XIII

#### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties, will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, 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 membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and made concessions in the course of negotiations or bargaining,



subject only to such ultimate ratification.

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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.



## ARTICLE XIV

### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment "may file" a written grievance with the Association or the Board and its designated representative. Until a grievance is received by the administration it is not deemed a grievance. The board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.



C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association. 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.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this



Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

F. The cost for those areas which are submitted for arbitration shall be paid by the submitting party, unless the finding which is arrived at, is found against the other party, in which case that party shall pay all expenses except legal counsel.



## ARTICLE XV

### Professional Study Committees

A. There is hereby established if requested by the administration or the Association Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee may investigate into the following matters and submit a written report and recommendations to the parties on or before April 1, of each year. Additional Professional Study Committees may be established as required.

B. The Committees may consider the following questions:

- (1) Should team teaching techniques be introduced into the secondary school curriculum?
- (2) Should there be a pre-kindergarten testing program?
- (3) Should current educational television programming for the elementary level be increased, decreased or abandoned?
- (4) Should there be a pre-first grade testing program?
- (5) How can school libraries make greater use of University Microfilms, Inc. at Ann Arbor?
- (6) Should there be a textbook revision committee who will, after six months study, recommend textbooks to be used in the classrooms?
- (7) Should there be a building study committee of teachers and administrators for the planning of the use of room space in classrooms for maximum benefit to the teacher and to the students?
- (8) How many students, at all levels, <sup>are</sup> given a better understanding of the Bill of Rights?



- (9) How may the Board enter into cooperative arrangements with the adjoining school districts for joint instructional programs in high school vocal and instrumental music, including transportation of students on a regular weekly basis?
- (10) Should a vocational course be introduced in the school in an effort to alleviate the drop-out problem?
- (11) Should the district participate in student exchange program and teacher exchange programs?
- (12) What steps should be taken to evaluate the success of the Operation Head Start experience in 1965?
- (13) How can teacher paperwork and recordkeeping be reduced and greater emphasis be placed upon substantive rather than procedural aspects of teaching?
- (14) How can we make better use of information and techniques being developed elsewhere in the country without undue time lag or duplication of effort, while distinguishing advertised from achieved results of such teaching experience?

C. The Clerical expenses of such Committees shall be borne by the Board.



## ARTICLE XVI

### Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association whenever feasible.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This agreement shall not supersede any prior rules, regulations, or practice of the Board, unless specifically negotiated and so stated herein. It may supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered "part of the established policies" of the Board. Those individually signed contracts, returned by teachers, shall be viewed as intent, until such time as a master contract is in effect.

F. Copies of this Agreement shall be printed at the expense



of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. 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 provisions or applications shall not be deemed val'd and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. This Agreement shall not be effective until approved and ratified which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.



ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of  
and shall continue in effect for two years until the  
day of , 196 . This Agreement shall not  
be extended orally and it is expressly understood that it  
shall expire on the date indicated.

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Treasurer

EDUCATION ASSOCIATION OF AKRON-FAIRGROVE

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Treasurer