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1971-72

AGREEMENT

between the

Board of Education of the
Allen Park Public Schools

and the

Allen Park
Education Association

1971

Allen Park Public School System
Allen Park, Michigan

Allen Park Public Schools Board of Education

9/1/71-8/31/72

*MEA
1216 Xenate
E. Lansing, MI
48823*

ALLEN PARK EDUCATION ASSOCIATION

1971 - 72 Officers

President	Leslie Mihalyfy	388-1382
Vice-President	Leonard Piestrak	837-1001
Treasurer	John Goniea	1 -624-5548
Secretary	Frances Babbage	584-5205
Representative Assembly	Donald Laurain	841-9009
Membership Chairman	Sharon Sarkozy	581-5299

General Meetings: First Monday of the Month

Executive Meetings: Last Monday of the Month

ASSOCIATION REPRESENTATIVES

Arno	Mary Lou Jones	782-2541
Bennie	Donald Laurain	841-9009
Lapham	Eleanor McIntosh	386-8176
Lindemann	Madeline Wells	928-8409
	Frederick Pacher	928-2229
Riley	Janine Eckmeter	381-5643
Sudman	Sharon Carlson	382-1779
North Junior High	Merl Sterly	283-1776
	William Henry	285-5637
South Junior High	Terry Husband	565-8312
	Frances Urbanek	284-6529
Senior High	Norman Mihatsch	285-0827
	Harvey Stallings	676-8894
	Frank Nelson	561-5021
Special Services (Lindemann)	Janis Weber	284-4776

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This Agreement entered into this 5th day of September, 1971 by and between the Allen Park Education Association, a voluntary, unincorporated Association, hereinafter called the "Association", and the Board of Education of the Allen Park Public Schools, the City of Allen Park, Michigan, hereinafter called the "Board". The signatories shall be the sole parties of this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Allen Park is their aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this Agreement.

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

AGREEMENT 1971-72

ARTICLE I

Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract or on leave, employed by the Board, including continuous part-time teachers and any person who is placed in a temporary teaching situation or position and remains there over ninety (90) school days. Such representations shall cover all personnel assigned to newly-created teaching positions. Such representation shall exclude: Superintendent, Assistant Superintendent, all Principals, Assistant Principals, and Directors.

The term "TEACHER", when used hereinafter in the Agreement shall refer to all professional employees represented by the Association

in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The term "ADMINISTRATOR" shall mean those certified employees not in the bargaining unit.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

- A. 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.
- B. The Association and its representatives shall have the right to use school buildings, including Audio-visual equipment, at all reasonable hours for meeting, in accordance with existing Board policy.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and must notify the building administrator, and if not available, the representative shall notify the building office of their presence.
- D. The Association shall be provided bulletin board space in the teacher studies and/or lounges in each school. The Administrator shall so define the exact area of the bulletin board, not less than nine square feet (approximately three (3) feet by three (3) feet in a location easily accessible to teachers and in open view. This space shall be labeled "Association". The Association shall have the use of the inter-school mail service and teacher mail boxes for communication to teachers. The Association shall provide copies of all materials distributed through school channels to the building administrator. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.

- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census, and membership data, names and address of all teachers, salaries paid thereto and educational background, and such other information in response to reasonable requests, which may be necessary for the Association to process any grievance or complaint.
- F. The Association shall be consulted by the Superintendent on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication. The Superintendent shall not submit any proposal to the Board for additional operational or building millage without prior consultation with the Association.
- G. The 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. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- H. The Provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- I. A place on the agenda of all Board meetings shall be reserved specifically for Association representatives and shall be so indicated in the written Agenda and in the resultant Board minutes provided request for the place is made by noon Friday preceding the regular meeting. The Association President and each Association representative shall be provided complete minutes and agendas of all Board meetings at the time as the above mentioned items are sent to the Board.
- J. The Superintendent and/or the administrator of each school shall

at the convenience of both parties meet with representatives of the Association upon request of either party on educational matters or on questions relating to the implementation of this Agreement.

- K. Association representatives (A. R.) are guaranteed speaking time at any and all building teacher meetings. The representatives may be placed last on the agenda, but within the accepted time limit placed on such a meeting.
- L. Names and telephone numbers of Association officers and Association representatives and dates of regularly scheduled Association meetings shall be a separate listing in the Agreement.
- M. The rights granted herein to the Association relative to dues payroll deductions shall not be granted or extended to any competing teacher labor organization.

ARTICLE III

Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- 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, 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 discharge from employment.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association, all dues and fees collected. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Wayne-Out County Teachers Credit Union, Detroit City Income Tax, United Foundation, United States Savings Bonds.
- E. Any legal fee incurred related to litigation regarding Article III, Dues Deducted, and Representative Fee, shall be borne totally by the Association, provided the Association selects the legal counsel.
- F. The Association agrees to save the Board harmless and to reimburse it for any damages including salaries, legal fees and court costs which it may suffer by virtue of this Article, provided that the Board notify the Association of any claims made against it and permits the Association to intervene and to defend against any such claims. The Board agrees not to compromise any such claim without the consent of the Association and grants permission to the Association to make all necessary appeals as are necessary to defend against such claims.

It is further agreed between the parties that in the event that any court of last resort determines that this Article is contrary to the laws of the State of Michigan or is unenforceable under such laws, that the parties will meet and bargain such new language as is necessary to comply with the law as determined by such court.

ARTICLE IV

Teaching Hours and Class Load

- A. No secondary teacher on Schedule A shall be required to report for duty earlier than 7:15 a. m. and on Schedule B no earlier than 8:15 a. m. No elementary teacher shall be required to report earlier than 8:45 a. m. Teachers shall be permitted to leave 10 minutes after the close of the pupil's regular school day. Teaching schedules under Appendix C.
- B. The normal, daily teaching load in the junior and senior high school will be five (5) teaching periods and one (1) unassigned preparation period, running consecutively. The normal teacher's day in the elementary schools shall be five (5) hours, fifty-five (55) minutes per day. Newly employed, inexperienced teachers shall be assigned not more than two (2) preparations per semester.
- C. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period, of one (1) hour. All secondary teachers shall be entitled to a thirty (30) minute, duty free, uninterrupted lunch period.
- D. Elementary teachers shall be guaranteed a regularly scheduled thirty (30) minute self-directed duty free preparation period daily during the hours when classes are in session.
- E. An extra class assignment shall be paid according to the following formula: $1/6 \times$ individual teacher's current base salary. All such assignments shall be voluntary.
- F. The non-tenure teacher shall not act as an hourly substitute, accept an extra class, or perform any other such chores on his preparation period that would affect his best performance as a teacher until all other possibilities are exhausted. Upon request, the Association shall be notified in writing of all exceptions.
- G. A 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.

- H. While teachers recognize the valuable and continuing services rendered in behalf of education by the PTA membership and attendance in any community group, service organization or club shall continue to be voluntary on the part of the teachers.
- I. Compulsory building staff meetings shall be limited to ten (10) hours per year.
- J. The building administrator shall post or publish an agenda at least one day prior to building staff meetings, except where an emergency arises preventing such publication.
- K. All system-wide meetings shall be held on released time.
- L. Teachers shall not be required to submit lesson plan books at year end, but shall make lesson plans accessible to their administrator upon request.
- M. Each teacher shall receive prior notice of events scheduled in his building for that week.

ARTICLE V

Special Student Program

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program, and place extraordinary and unfair demands upon the teacher. Special attention will be given to class size where special students are placed in a regular classroom. Whenever possible, special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher.

ARTICLE VI

Teaching Conditions

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size average should be reasonable and shall not exceed the following maxima; (1) For the high school thirty-two (32) students per

academic class; (2) for the junior high school and elementary schools--thirty (30) students per academic class; (3) for other specialized classes--that as recommended by the State of Michigan. Experimental class situations may exceed the above limitations by mutual agreement of the parties. In no event shall the number of students in a class exceed the number of student stations available. Any class loads not herein described shall be regulated in accordance with sound educational practice.

- B. In the event of a split-level class, the Superintendent shall notify the Association President, in writing, the reasons for the necessity of the class.
- C. At no time shall a teacher be required to assume the duties of an administrator.
- D. No teacher shall be required to take responsibility for more than one class at a time at any grade level within the existing organizational structure.
- E. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- F. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities. Clerical personnel will be available to aid teachers in the preparation of instructional material, whenever possible.
- G. Special consideration shall be given to those schools with no audio-visual rooms when ordering darkening drapes. All classrooms shall be provided with darkening drapes as soon as feasible.
- H. The Board shall make available in each school at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- I. Adequate lounge facilities shall be provided in all schools.
- J. A place of privacy shall be available within reason in each building to teachers for business telephone conversations.

- K. Vending machines for hot and cold beverages shall be installed at the request of a particular school staff.
- L. The Board agrees that teachers shall be reimbursed for theft, damage or destruction of personal property, provided that lack of reasonable care and caution under the circumstances, on the part of the teacher, has not been the primary cause of loss.
1. The Board shall not be liable for more than the actual cash value of the loss.
 2. The Board shall not pay amounts less than ten (\$10) dollars or more than five hundred (\$500) dollars if the loss exceeds that amount.
 3. The Board shall not be liable for loss covered by other insurance.
- M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- N. Classroom interruption by administrators, department leaders, counselors, students, or other teachers, whether by inter-com or in person, shall be permitted only in the case of emergency or when no other alternative is possible.
- O. When music, art or physical education teachers are absent, paid substitutes shall be provided. In the event outside substitutes cannot be found, the regular room teacher shall be considered "the substitute" and be paid the current rate.
- P. Regular classroom teachers shall not be required to participate in the planning, practice, supervising or presentation of programs, if such occur during their preparation period or outside the regular day.
- Q. Educational television shall be available to each building.
- R. Experimental programs, including use of multi-texts, and other innovative instructional techniques, shall be initiated and implemented at the request of a majority of the teachers concerned in any given building.

- S. The children in the class for the orthopedically-handicapped shall be granted by the Music Department at least one (1) music period per week, if possible.
- T. No secondary teacher shall be required to teach more than three (3) consecutive classes without either lunch or a preparation period separating them.
- U. The number of rooms in which assignments occur shall be held to a maximum of three (3).
- V. The duties of homeroom or section teacher shall be rotated equally among all teachers of the high school.
- W. Extended homeroom sessions shall be eliminated insofar as is feasible.
- X. Homeroom sessions shall be convened only when no other reasonable alternative may be substituted and when held shall be scheduled on the same day each week with advanced notice published in the weekly bulletin.
- Y. High school teachers shall be granted one (1) day at mid-year examination week for the purpose of correcting examinations and computing grades.
- Z. No teacher shall be assigned a study hall.
- AA. The counseling load at the senior high will be a maximum of ninety (90) counselees per hour for five (5) hours. The counseling load at the Junior High level shall remain at the present status. (Senior High counselors - four (4) hours of counseling and teaching for one (1) hour.)
- BB. One day of class time may be used for picture of sections (homeroom) for the annual, affecting all students. Another day may be used for individual pictures for school records and ID cards, affecting tenth grade and new students only. Other pictures shall be taken after school, on test days, or at other times which do not interrupt classes.
- CC. A teacher may be asked to relieve or substitute for another teacher only during his preparation period.
- DD. The building administrator shall be responsible for keeping a record of the time serviced as a substitute for each teacher.

- EE. No teacher shall be assigned an extended school day (namely zero and seventh hour, etc.) without his consent, except where such position cannot be filled without his consent.
- FF. Sponsors of all clubs shall be assigned on a voluntary basis.
- GG. Teachers will not be required to record their time of arrival or departure, but will check in and out.
- HH. Each teacher shall provide the building administrator with a log of personal parental contacts. It is recommended that 60 contacts be made per year, exclusive of report cards, and mid-marking failure notices. The log form shall be provided by the Board, and shall include only the date, name of child, type of contact (personal, phone, letter) and major topic.
- II. Each teacher shall provide four additional hours outside the regularly scheduled school day. These may include PTA "Meet the Teacher Night", chaperoning or school related activities that are mutually agreed upon.

ARTICLE VII

Department Leaders

- A. The junior high department leaders shall be paid 50 hours on the class II level of the extra-contractual pay schedule for the school year in addition to the individual teacher's contracted salary.
- B. The senior high department leaders shall be paid 100 hours on the class II level of the extra-contractual pay schedule for the school year in addition to the individual teacher's contracted salary.
- C. The teachers in any department in the junior high school or senior high school level shall have opportunity to submit application for assignment as Department Chairman, during the month of May.
- D. Department leaders shall call a meeting of their department, during the initial stages of scheduling to determine class assignments through interaction with their colleagues.

Such assignment will then be forwarded to the building Administrator as a recommendation of the department.

ARTICLE VIII

Professional Qualifications and Assignments

- A. The Board shall endeavor to employ for regular teaching assignments only those teachers who have completed a bachelor's degree from an accredited institution and have a provisional or permanent certificate.
- B. Teachers with less than a bachelor's degree who are eligible for the Michigan substitute permit shall be employed by the Board on a day-to-day substitute basis and for not more than ninety (90) days per school year.

If an extension is required or necessary, a conference shall be called with the Association for the purpose of clarifying the need.

- C. Teachers shall not be assigned outside the scope of their major field of study without valid and demonstrable reasons.
- D. No later than sixty (60) days prior to the end of the school year, building administrators of junior and senior high school shall distribute program preference sheets to all teachers. The teacher's class preferences and schedule for the coming year shall be honored unless valid and demonstrable reason for denial can be provided.
- E. All teachers shall be given notice of their tentative assignments and schedules for the forthcoming year no later than the preceding first day of June. They shall include: Subjects to be taught; grade level of the same and projected class sizes; the hourly sequences of classes to be taught; any extra-contractual assignments responsibility; and the room numbers and the lunch hour assignment.
- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

- G. Any teacher who joins the staff after the pre-school orientation, shall be granted a one (1) day paid orientation period before assuming their teaching schedule.
- H. No teacher shall be required to have more than three (3) separate course (as numbered by computer scheduling) preparations, and every effort shall be made to hold preparations to two (2).

ARTICLE IX

Vacancies, Promotions and Transfers

- A. All teachers may request transfer at the completion of the school year. Such transfers may indicate preference of grade-level assignment, subject assignment, department assignment, and extra contractual assignment. When vacancies occur during the year, the job shall be posted immediately. In the event applications are made for the position, they shall be screened and the position filled for the following year whenever possible. A teacher requesting transfer shall be placed on a list to be known as the transfer list, which should be established and maintained in the personnel office.
 - 1. Requests for transfer shall be made in quadruplicate; two copies for the building administrators involved, one copy for the personnel office, and one copy for the Association President. Such requests shall be kept on file for one (1) year.
 - 2. Requests which were not acted upon, if no vacancies occurred, must be re-filed every school year in order to remain active.
 - 3. The Board reserves the right to return immediately to his previous position any teacher who fails to qualify for proper certification.
- B. In the event within building reassignments cannot be effected on the basis of teacher preference, such within building reassignments shall be made by the building administrator prior to the posting of the system-wide vacancies. Criteria to be used in building reassignments are:
 - 1. Building seniority

In the case of teachers with equal seniority and qualifications indicating the same choice, the teacher who first requested assignment to the vacancy shall be given preference.

The building administrator shall decide in cases where two or more such teachers submit application within five (5) consecutive school days.

2. Grade level or subject matter competencies.
3. Teacher preference.
4. System-wide seniority.

C. Immediately upon receipt by the Board of written notice of retirement or termination of employment (temporary or otherwise), notice of such prospective vacancies shall be posted in all buildings. New positions shall also be posted. All teachers shall have seven (7) days to apply for available positions. Teachers shall have five (5) working days to accept or reject the offered transfer.

D. All qualified applicants within the school system shall have priority in the filling of vacancies.

E. Teachers seeking transfers shall be given consideration on the basis of seniority and of qualifications.

1. For the purpose of transfer, seniority shall be determined by the number of years of teaching service in the school system.
2. Qualifications, for the purpose of transfer, shall mean training and experience.

F. System-wide transfers shall be subject to the following conditions:

1. If a vacancy occurs in the system, preference shall be given to the requesting teacher with the greatest number of years of teaching service in the school system.
2. No teacher shall be transferred against his will without valid and demonstrable reason.

3. No administrator shall deny a transfer to a teacher who is qualified in his major field, whether transfer position involves transfer within a school, between schools at the same or different levels, or from one subject area to another, without valid and demonstrable reason.
 4. Notice of vacancies occurring during the summer shall be posted in the personnel office with a copy sent to the Association President or his designee.
- G. Upon request, a teacher who has been denied a transfer shall be presented with the reasons for denial in writing.
- H. When cutbacks or layoffs in departments or grade levels become necessary, teachers with least seniority in the department or grade level shall be cut back or laid off first. Any such teacher shall be given the right to transfer to his previous position, if any, but if none, to whatever other position is available for which he is qualified. When such departments or grade levels are subsequently expanded, previously cutback teachers shall be given the right to refill their previous positions if they so desire, or they shall be granted the right to fill the first subsequent vacancy in such department or grade level. For purposes of this provision, seniority shall be defined as cumulative years of service, continuous or interrupted by present leave policy, in said department or grade level or system in this school district.
- I. In the event that an administrator is returned to the bargaining unit, he shall have all rights of seniority including time served as an Administrator for the purpose of transfer rights; however, he shall not cause the involuntary transfer of another teacher.
- J. A promotion is a change in position which results in exclusion from the bargaining unit.
- K. A list of all vacancies and the qualifications for such positions must be made available to the bargaining unit. In the event of a vacancy, there shall be a minimum notification of ten (10) school days prior to the filling of such vacancy.

Notice of vacancies occurring during the summer shall be posted in the administrative office for twenty (20) calendar days with a copy sent to the Association President or his designee.

- L. All eligible teachers applying for those vacancies shall be considered and notified of the result of such considerations. Applicants for any position from outside the system shall not be considered or appointed unless teachers in the system do not qualify for or do not accept such appointment.

ARTICLE X

Teacher Leave Days

- A. All teachers absent from duty due to sickness (personal or immediate family), injury or personal business shall be allowed full pay for a total of fifteen (15) days per school year without justification. The Board shall furnish at the beginning of each school year a statement setting forth the total leave credit including the current year. Leave day records shall be maintained on each teacher's statement of earning and deductions.

Unused leave days up to a maximum of fifteen (15) days yearly shall be added to the teacher's accumulated bank. Once the days become a part of the accumulated bank, they may be used for sick days only. The first fifteen (15) days in the accumulated bank may be used for family illness. The remaining days in the accumulated bank are for personal illness only.

- B. Sick leave days shall accumulate to a maximum of one hundred forty-four (144) days.
- C. Leave days shall not be deducted for days that teachers are not required to report.
- D. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of three (3) days for a death in the employee's immediate family. In cases where extreme distances are involved additional days may be added.
 2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation, or fact finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

3. Time necessary to take a selective service physical examination.
 4. Injury or illness incurred in the course of the teacher's employment.
- E. Immediate family shall include: Father, mother, brother, sister, husband, wife, son, daughter, grandparents, grandchildren, mother and father-in-law.
- F. When a teacher gets married he will upon request receive five (5) days leave in addition to or in place of other leave. As compensation for the marriage leave, the teacher shall receive the difference between his daily rate and the substitute's pay.
- G. A maximum of five (5) days off per year may be arranged consecutively or separately by the teacher for reasons of personal interest. As compensation for this leave, the teacher shall receive the difference between his daily rate and the substitute's pay.
- H. Any teacher who misses a work day preceding or succeeding a holiday shall receive only the difference between his daily rate and the substitute pay, unless presence is prohibited by illness. If the teacher indicates that illness was the cause of absence the teacher shall furnish a doctor's statement certifying the illness within 3 days after such absence, if requested by the Administration. Holidays are Labor Day, Thanksgiving Day, the day following Thanksgiving, Memorial Day, Good Friday, Christmas and Easter recess. This article supercedes Article X Section A of the 1970-71 contract.
- I. For a trial period of three months, there shall be an automatic telephone message taking service or a telephone answering service provided by the Board for the purpose of allowing staff members to report their absence at any time of day or night. If at the end of three months, there has been no substantial increase in the number of teacher days absent, the program will be instituted on a year round basis. The term substantial shall be discussed by the Board along with a representative of the Association.

ARTICLE XI

Association and Professional Leave Days

- A. Each teacher shall be granted one visiting day per year with full pay for the purpose of observing other classrooms either within or outside the system and/or attending approved meetings or workshops as approved by the building administration and as per existing policy and subject to availability of substitutes.
- B. The President, and/or Acting President, of the Association shall be granted sufficient time as needed to pursue Association business. The building administrator shall arrange for one hour daily of released time for Association business.

Each Association building representative (A. R.) and the grievance chairman shall be granted sufficient time necessary to pursue Association business. Such released time shall be arranged through their Administrator not to exceed four hundred and eighty (480) minutes per year.

- C. At the beginning of every school year, the Association shall be credited with 12 days to be used by officers or agents of the Association to attend conventions, conferences, and workshops. Such use shall be at the discretion of the Association.
- D. A list of conferences and conventions received by the administration shall be made available or posted for all teachers in sufficient time for application of same.

ARTICLE XII

Sabbatical Leave

- A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid 1/2 his annual salary and full fringe benefits.
- B. A teacher, upon return from sabbatical leave, shall be restored to a comparable position and shall be placed on the salary schedule as he would have been had he taught in the district during such period.

- C. Not more than two (2) per cent of the teaching staff shall be placed on sabbatical leave upon request.

ARTICLE XIII

Unpaid Leaves of Absence

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching program in another school district, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program, 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 leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. 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 military leave of absence shall be granted to any teacher who shall be inducted or shall enlist 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.
- D. A leave of absence of up to two (2) years shall 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 position on the salary schedule as they would have been had they taught in the system during such period.
- E. Maternity or adoption leave shall be granted to all women teachers requesting same. This leave shall be for a period of one (1) year. After the first year the teacher on application shall be granted one

additional year.

The teacher and doctor and the Superintendent and/or Assistant Superintendent shall jointly determine the beginning and termination dates of the maternity leave. In case of adoption, the teacher and Superintendent and/or Assistant Superintendent shall decide on appropriate beginning and termination dates.

The terms of the leave shall be as follows:

1. A teacher on such leave shall receive the health insurance benefits provided for under this agreement for a period of one (1) year.
 2. A teacher returning from her leave shall be reinstated to the first available position for which she is qualified.
 3. A teacher may be offered a position, however, her rejection of any offer before the completion of two years shall not terminate leave.
 4. Failure to accept position offered by the assistant superintendent after two years terminates maternity or adoption leave.
- G. There shall not be granted to any member of the bargaining unit two consecutive leaves of absence, except in cases of military leave, extended illness or maternity leave following any other leave of absence.
- H. Upon application for a leave by a member of the bargaining unit, the teacher shall file an outline of course work and shall carry at least eight (8) hours of graduate credit each quarter or semester.

ARTICLE XIV

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be

transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth by the educational profession.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Observation and Evaluation

A. Forms

1. The Administration shall determine the actual observation and evaluation forms, the items to be judged and the evaluative differentiations (or criteria, or standards) for each item. Such items, however, shall be relevant to a fair and justifiable determination of professional competence and reflect real and meaningful professional requirements.
2. At a minimum the forms shall indicate the conditions under which the observation and evaluation took place (such as dates, times, grade levels, and subjects observed) as well as the time elapsed between the observation and the evaluation.
3. All classroom teachers at the same level, i. e., elementary, junior high and high school shall be evaluated by the same criteria and with the same forms. Any other members of the bargaining unit shall be evaluated by the same criteria and with the same forms as other similar persons.
4. There shall be included a space on all forms where the teacher may respond to any part or all of the evaluation and shall be headed "Teacher Remarks".

B. Conditions of observation and evaluation

1. Only administrators shall evaluate teachers.

2. The administrator who makes the observation must also make the evaluation.
3. Each teacher shall be provided a sample copy of all observation and evaluation forms during the first week of school or the first week of employment.
4. A teacher shall be informed in advance that he is to be observed. Such notice shall be given sufficiently in advance to avoid creating an undue or unfair psychological atmosphere for just and accurate evaluation.
5. In cases where there is an emergency which may jeopardize or make invalid, or prevent participation in the observation, the teacher or the administrator may cancel the observation. Notice shall be given at the earliest possible moment.
6. Teachers shall not be required to alter, modify or cancel previously determined plans to conform to the administrator's evaluative convenience. The administrator shall assume the responsibility to insure that the time selected for observation best suits his needs in terms of what he is looking for an attempting to assess.
7. The duration time for any one visitation shall not exceed sixty (60) consecutive minutes.
8. Observations and evaluations shall normally not exceed one (1) per year for tenure teachers or three (3) per year for non-tenure teachers.

Additional observations and evaluations shall be made if: 1) a teacher requests them, 2) previous observations and evaluations have resulted in unsatisfactory composite ratings, or 3) new circumstances indicate that previous observations and evaluations have become unreliable. In this latter instance the administrator shall justify additional observations and evaluations by demonstrating clear need based on actual and specific precipitating factors and shall consult with the teacher on the reasons therefor. In the absence of such need, no additional observations and evaluations shall be allowed as evidence of incompetence or used as justification for discharge or denial of tenure or contract renewal. If the administration believes additional evaluations, which are not provided by this clause, are needed they will so advise the teacher involved seeking

his cooperation for such further evaluations. The failure to receive such cooperation shall be the subject of conference between the Association and the Administration.

9. The administrator shall confine his evaluation of those items that he was able to effectively observe. Lack of evaluative comment (such as "unable to observe"... "judge", "...determine", etc., or no comment at all) shall not be construed as a reflection on professional competence and shall not be admissible as adverse evidence in any procedure involving discharge or denial of tenure or contract renewal.
10. Whenever a teacher receives a composite "Not Acceptable" rating ("not acceptable" 'or equivalent' shall be construed to mean any indication of failure to meet professional requirements) in any criteria group or sub-group, the evaluator shall substantiate his position by a written statement in a place on the evaluation form expressly designed for this purpose. Stating:
 - (a) The specific, observable incident that directly produced the unacceptable situation.
 - (b) The number of times the objectionable practice was repeated.
 - (c) A suggested solution for the prompt or eventual elimination of the objectionable practice.
 - (d) On the next subsequent evaluation, a follow up paragraph shall be included for the purpose of determining whether the objectionable practice is still existent and observable or has been presumably solved.
11. Any teacher, tenured or non-tenured, may request and be granted the opportunity for additional evaluative observations and the results of such observation shall become a part of his permanent record. In cases where a teacher disagrees with the outcome of an observation or evaluation, he shall be granted additional observations and evaluations by another administrator upon request. It is understood

that there shall be no communication of any kind between evaluators relative to the teacher or his performance, nor shall the newly selected evaluator consult the teacher's file for substantive material until after the entire observation and evaluation process is completed.

12. Administrators shall consult with teachers as soon as possible (preferably within 24 hours), but not to exceed five (5) school days, after each observation to discuss the results of the evaluation.
13. The time limit for teacher response to the administrator's evaluation shall conform to the time limits for filing grievances.
14. No entries, of any kind by anyone, shall be made on the teacher observation and evaluation forms after the teacher's response.
15. Each teacher shall receive a true copy of each observation and evaluation signed by the evaluator and teacher.
16. If the teacher feels that an evaluation has been unjust, he has the right to grieve and if upheld, the evaluation shall be considered invalid, and the teacher shall have the right to remove it from all files.

C. Files

1. The teacher, alone, or with his Association Representative shall upon request receive copies of materials from his files at a cost of ten (10¢) per page.
2. Material of a non-professional nature (i. e. letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher file without the teacher's consent.
3. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
4. There shall be no secret files in the system.
5. No material may be removed or destroyed without the consent of the teacher.
6. All teachers shall be advised by the administration of the

nature, purpose, and location of all files that exist in the school system that may contain material pertinent to the teacher's employment.

7. No material relating to a teacher's conduct, service, character, or personality shall be placed permanently in any file unless the teacher has had the opportunity to read the material. It is understood that materials on loan to the school from a college or university placement office are confidential and therefore are exempt from the provisions of this section.
8. The teacher shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.
9. The teacher shall have the right to place explanatory notes or letters in his file pertinent to any written or printed material and these notes shall be attached to the file copy.
10. The teacher shall be permitted to examine his files upon reasonable request.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provision of this Agreement.
- B. The Board recognizes that the Code of Ethics of the Education Profession (see appendix) is considered by the Association and its membership to define acceptable criteria or professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- 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 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.

- D. No teacher shall be disciplined, reprimanded, have a reduction in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction, compensation or advantage, shall be subject to the grievance procedure herein-after set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association, upon written request of the teacher.
- E. No teacher shall be subjected to administrative reprimand while in the presence of students, or other teachers, or parents.

ARTICLE XVII

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. The Board agrees to provide upon application the budgeted funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- C. Teachers who travel to foreign countries not contiguous to the United States shall, upon written application and prior approval of the Board, be reimbursed one-half (1/2) actual cost of fare, not to exceed \$500.00. Reimbursement shall be made upon an extensive instructional report of the foreign travel and its applicability to the teacher's instructional activities.

ARTICLE XVIII

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra

compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

- B. 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 XIX

Reduction in Personnel

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- B. When cutbacks or layoffs in departments or grade levels become necessary, teachers with least seniority in the department or grade level shall be cutback or laid off first. Any such teacher shall be given the right to transfer to his previous position, if any, but if none, to whatever other position is available for which he is qualified. When such departments or grade levels are subsequently expanded, previously cutback teachers shall be given the right to refill their previous positions if they so desire, or they shall be granted the right to fill the first subsequent vacancy in such department or grade level. For purposes of this provision, seniority shall be defined as cumulative years of service, continuous or interrupted by present leave policy, in said department or grade level or system in this school district.

ARTICLE XX

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten

to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. When the Board closes school in the event of severe inclement weather or when otherwise prevented by Act of God, teachers shall not be required to report for duty. The Board shall communicate same prior to 6:30 A. M.

ARTICLE XXI

School Calendar

- A. For the term of this Agreement, the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. Building calendars shall be jointly determined by personnel in the area of concern, the Association and the Administration.

ARTICLE XXII

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given credit on the salary schedule set forth in Appendix B for ten (10) years of teaching experience in any school district.

- C. All graduate credit hours beyond the M. A. degree credit after January 1, 1960 approved by the A. C. A. Committee shall be paid at the rate of seventeen dollars and fifty cents (\$17.50) per semester hour to a maximum of forty-five (45) hours.

An Advanced Credit Acceptance Committee consisting of three administrators, one from each academic level, and three teachers, also one from each academic level, shall be formed to validate graduate credit hours beyond the M. A. degree. The criteria for validation set up by the committee and made a part of the 1966-67 agreement shall remain in effect.

- D. Longevity benefits shall begin at the conclusion of the fifteenth (15th) year of service in the amount of one hundred fifty dollars (\$150) and shall increase in the amount of sixty (\$60) dollars each year thereafter to a maximum of four hundred fifty (\$450) dollars at the conclusion of the twentieth (20th) year. Longevity shall be computed from July 1, with a leeway to include employment before November 1.
- E. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.
- F. The instructional substitute rate shall be six dollars and seventy-five (\$6.75) per hour.
- G. Teachers involved in voluntary extra-duty assignments as set forth in Appendix B-1, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- H. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of fifteen cents (15¢) per mile, and receive credit for a minimum of three (3) miles per day. An allowance of ten cents (10¢) per mile shall be given for use of personal cars for field trips or all authorized school business. The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport children as provided in this section.
- I. All additional compensation shall be coded on an attached information card in the same manner as deductions (i. e. chaperone, substitute, rider, etc.).

Payment of extra-contractual salaries:

1. Extra-contractual services for activities which extend throughout the length of the school year may be either pro-rated or paid in a lump sum at the end of the school year by separate check as desired by the teacher.
 2. Extra-contractual services for activities which are seasonal or otherwise which are completed within any portion or segment of the school year shall be paid for at the completion of the activity in a lump sum by separate check.
 3. All other payable extra services rendered by teachers shall be itemized as to the specific service rendered and paid every ten (10) weeks.
- J. All joint teacher-administrator committees shall meet on school time, or be voluntary, or be compensated for at the substitute teacher rate.
- K. A split-level class assignment shall be remunerated at the rate of five hundred (\$500) dollars per year.
- L. No teacher shall be used for lunch-room control duty or required to handle attendance other than his own class-room or home-room record. All such extra-contractual duties or assignments shall be voluntary, and shall be paid for at the instructional substitute rate.
- M. School social workers shall be entitled to a stipend of six hundred (\$600) dollars in excess of the first two steps on the regular salary schedule (0 and 1); seven hundred (\$700) dollars in excess of the next two steps (2 and 3); and eight hundred fifty (\$850) dollars in excess thereafter.
- N. The teachers who teach the educable, orthopedic, deaf, and emotionally disturbed, homebound and remedial reading teachers, speech correctionists, shall be entitled to a stipend of five hundred (\$500) dollars in excess of the first two steps on the regular salary schedule (0 and 1); and six hundred (\$600) dollars in excess of the next two steps (2 and 3); and seven hundred fifty (\$750) dollars in excess thereafter.

- O. Seventeen dollars and fifty cents (\$17.50) per semester credit hour beyond the Bachelor degree to a maximum of thirty (30) shall be granted each year.
- P. The school diagnostician shall be entitled to a stipend of seven hundred twenty-five dollars (\$725) in excess of the first two steps on regular salary schedule (0-1); eight hundred fifty dollars (\$850) in excess of the next two steps (2 and 3); and one thousand dollars (\$1,000) in excess thereafter.
- Q. All student teaching assignments shall be made on a voluntary basis and monies received from the placing university shall be made available to the supervising teacher.
- R. Any teacher who substitutes in a class for more than five (5) consecutive class meetings shall be compensated at the rate of nine dollars (\$9.00) per hour.

ARTICLE XXIII

Insurance Protection

- A. The Board shall provide group life insurance protection in the amount of ten thousand (\$10,000) dollars that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's state teacher's retirement checks.
- B. The Board agrees to pay the total premium cost for MEA Super Med Health Care Protection (including the life insurance) or Blue Cross-Blue Shield comprehensive Hospitalization Certified M. V. F. II Medical Surgical Plan Insurance with the two (2) dollar drug prescription rider.

Teachers shall not receive a health subsidy if they are already receiving these benefits through a spouse.

- C. The Board agrees to pay the total premium cost for a group accident and sickness insurance, guaranteed income for disability after all available leave and accumulated sick leave days have been used by the teacher. A benefit of seventy (70%) per cent of the teacher's weekly salary shall be paid for a period of thirty-nine (39) weeks.

- D. In the event that a teacher, absent because of illness or injury, has exhausted leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- E. The Board shall make payment of insurance premiums for each member of the bargaining unit to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- F. A tax-sheltered annuity program shall be maintained and administered by the Board.
- G. Teachers employed for a continuous part-time position shall have their fringe benefits pro-rated to their hours of service.

ARTICLE XXIV

Special Teaching Assignments

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at not less than the instructional substitute rate.

ARTICLE XXV

Student Discipline and Teacher Protection

- A. 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. Whenever it appears that a particular pupil requires the attention of special counselors, 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. It is recognized that discipline problems are less likely to occur in classes 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 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 temporarily suspend a pupil from class 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 administrator immediately a full report in writing of the incident.
- D. Any case of assault upon a teacher will result in prompt suspension of the student and 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.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. Although teachers shall not be held responsible for restitution for loss or damage of school or student property while officially on duty, repeated occurrence shall be cause for investigative concern.
- H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher. If any question of breach of professional ethics is involved, the Association shall be notified.
- I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

ARTICLE XXVI

Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Administrator either personally or accompanied by a representative of the Association.
- C. If, as a result of the informal discussion with the building administrator, a grievance still exists, he may invoke the formal grievance procedure through the Association, the grievance shall be submitted within ten (10) days from the time that the teacher or Association is aware or should have been aware of the incident over which the teacher or the Association is aggrieved, in writing, to the Administrator. The written grievance shall be signed by the aggrieved teacher, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident, and shall be limited to knowledge that the incident has actually occurred.

Forms shall be available from the Association representative in each building.

Two copies of the grievance shall be delivered to the building administrator. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- D. Within five (5) calendar days of receipt of the grievance, the Administrator shall meet with the Association in an effort to resolve the grievance. The Administrator shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5)

calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. 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.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any probationary 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.
- I. 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 15th of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XXVII

Negotiation Procedures

- A. The Superintendent and/or acting Superintendent and the Association shall meet at the convenience of both parties upon the request of either party on matters relating to implementation and negotiation of this Agreement. Any meeting so called shall take place within five (5) school days.
- B. The Association shall designate a teacher in each school building as Association Representative. (AR) The building administrator and the Association representative shall meet at the convenience of both parties upon the request of either party to discuss the implementation of this Agreement in their building. Any meeting so called shall take place within three (3) school days.
- C. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor Agreement for the forth-coming year. Release time shall be provided the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours. For instance, for each hour of release time the teachers shall negotiate an hour of time outside the defined school day for the purpose of reaching a successor Agreement as rapidly as possible.
- D. There shall be six (6) signed copies of this final Agreement for the purpose of record. Four (4) copies shall be available for the Association.
- E. A finished copy of the final contract shall be printed by the Board and distributed to all members of the bargaining unit within thirty (30) days after Board ratification. The Association president shall receive fifty (50) additional copies.

ARTICLE XXVIII

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete committ-

ments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.

- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement, and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This Agreement shall supersede any board teacher personnel policy which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established teacher policies of the Board.
 - 1. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold by the district.
- D. If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled "Agreement" between the Allen Park School District and the Allen Park Education Association, shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed or hereafter employed, by the Board.

ARTICLE XXIX

Severance

- A. At the termination of service and after ten (10) years in the

system, the teacher shall receive one-half of his accumulated sick leave days paid at the teacher's current daily base rate of salary.

- B. A teacher who leaves the district shall receive fifty (50) percent of his cumulated leave days at his current daily rate provided said teacher has taught in the district for ten (10) years.
- C. Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half the deceased's accumulated sick days at the deceased's current daily base rate.

ARTICLE XXX

Duration of Agreement

This Agreement shall be effective as of September 1, 1971 and shall continue in effect until the 31st day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Leslie J. Mihalyfy
Its President, Leslie J. Mihalyfy

By Sharon L. Carlson
Its Secretary, Sharon L. Carlson

By Richard A. Lorenz
Chairman, Negotiating Committee
Richard A. Lorenz

By Leonard Piestrak
Negotiating Committeeman,
Leonard Piestrak

By John A. Goniea
Negotiating Committeeman,
John A. Goniea

BOARD OF EDUCATION

By Arthur J. Hayes
Its President, Arthur J. Hayes

By R. Don Pretty
Its Secretary, R. Don Pretty

By William Danosky
Member, William Danosky

By Marion Mouradian
Member, Marion Mouradian

By Joseph C. Berry
Member, Joseph C. Berry

By Clifton W. Fellows
Member, Clifton W. Fellows

By Anthony T. Rinna
Member, Anthony T. Rinna

Dates this 1st day of

September, 1971

APPENDIX A

School Calendar

September 6 -	Labor Day Recess
September 8 -	Classes begin
November 25-26 -	Thanksgiving Recess
December 17 -	Christmas recess begins at end of school day
January 3 -	Classes resume
March 30 -	Easter recess begins at end of school day
April 10 -	Classes resume
May 29 -	Memorial Day recess
June 16 -	Summer recess begins at end of school day

FIRST SEMESTER

Sept.	18
Oct.	21
Nov.	20
Dec.	13
Jan.	<u>21</u>
	93

SECOND SEMESTER

Feb.	21
March	22
April	15
May	22
June	<u>12</u>
	92

185 Teacher Days

181 Student Days (See items 1 and 2 below)

1. The Senior High School shall have January 28th as a record day.
2. The Junior Highs and Elementary schools shall have two one-half days for the purpose of parent-teacher conferences.

APPENDIX B

Salary Schedule

<u>STEP</u>	<u>INCR.</u>	<u>B. A.</u>	<u>INCR.</u>	<u>M. A.</u>
0		8,600		9,700
1	430	9,030	650	10,350
2	480	9,510	650	11,000
3	530	10,040	650	11,650
4	530	10,570	650	12,300
5	555	11,125	650	12,950
6	605	11,730	650	13,600
7	605	12,335	650	14,250
8	605	12,940	650	14,900
9	605	13,545	650	15,550
10	605	14,150	800	16,350

1. Teachers possessing an education specialist degree shall receive \$850.00 above their appropriate step on the M. A. Schedule.
2. Teachers possessing an earned Doctor's degree shall receive \$2,100.00 above their appropriate step on the M. A. Schedule.

APPENDIX B1

Extra Contractual Pay

A. All extra-contractual assignments shall be voluntary. The acceptance of/or rejection of extra-contractual assignments shall not be made a condition of continued employment.

B. Extra-contractual pay schedule

Class I

High School	Yearbook (2)	150 hrs.
	Journal	150 hrs.
	Varsity Football	300 hrs.
	Athletic Director	300 hrs.
	Varsity Basketball	300 hrs.

Class II

High School	Vocal Music	200 hrs.
	Band Director	200 hrs.
	Dramatics	180 hrs.
	Forensics	60 hrs.
	Debate	60 hrs.
	Reserve Football (2)	150 hrs.
	Swimming Coach	300 hrs.
	Wrestling Coach	300 hrs.
	Gymnastics Coach	300 hrs.
	Track Coach	200 hrs.
	Baseball Coach	200 hrs.
	G. A. A. -	
	Basketball	40 hrs.
	Gymnastics	40 hrs.
	Softball	40 hrs.
	Tennis	30 hrs.
	Synchronized Swimming	110 hrs.
	Booster Club	40 hrs.

Class III

High School	Asst. Football Coach (2)	250 hrs.
	Cross Country Coach	140 hrs.
	Tennis Coach	150 hrs.
	Reserve Baseball Coach	150 hrs.
	Asst. Wrestling Coach	250 hrs.
	Cheerleading Sponsor	100 hrs.
	Class Chrm. 10th grade	35 hrs.

	Class Chrm. 11th grade	45 hrs.
	Class Chrm. 12th grade	80 hrs.
	Asst. Track (1)	150 hrs.
	Asst. Gymnastics	250 hrs.
	Asst. Swimming	250 hrs.
	Asst. Basketball	250 hrs.
Junior High	Vocal Music (2)	175 hrs.
	Band Director (2)	175 hrs.
	Football Coach (4)	150 hrs.
	Basketball Coach (4)	150 hrs.
	Baseball Coach (2)	125 hrs.
	Track Coach (2)	125 hrs.
	Swimming Coach (2)	150 hrs.
	G. A. A. (2)	100 hrs.
	Cheerleading Sponsor (2)	75 hrs.
Elementary	Instrumental Music (2)	50 hrs.
	6th Grade Basketball (6)	80 hrs.

The hourly rates in the various classes listed under section "C" are calculated on the following formula:

M. A. beginning salary shall be base hourly rate for extra-contractual pay schedule:

		Rate
Class I	M. A. - beginning salary	\$5.39
	$1/6 \times 1/200 \times 2/3 =$ base hourly rate	
	B. A. - 93% of base	5.01
Class II	M. A. - B. A. of Class I	5.01
	B. A. - 92% of Class II M. A.	4.61
Class III	M. A. - B. A. of Class II	4.61
	B. A. - 91% of Class III M. A.	4.20

- C. All extra duty which the teacher is required to perform outside the school day and which is not specifically covered elsewhere, shall be compensated by equal released time or at the Class II rate. B. A. four dollars and sixty one cents (\$4.61) per hour and M. A. five dollars and one cent (\$5.01).
- D. Extra-contractual activities referred to in Article XXII, Section 1, 2 shall be paid according to the following schedule:

Fall sports paid the first pay of December
 Winter sports paid the first pay of April
 Spring sports paid the first pay of June

APPENDIX C

School Schedules

Elementary Schedule

8:45 a. m.	Teachers report
8:55 a. m.	Classes begin
11:55 a. m.	Lunch dismissal
12:55 p. m.	Teachers back in classrooms
1:00 p. m.	Classes resume
3:30 p. m.	School dismissed
3:40 p. m.	Teachers may leave

Junior High Schedule

8:15 a. m.	Teachers report
8:30 a. m.	First period
9:30 a. m.	Second period
10:30 a. m.	Third period
11:30 a. m.	Fourth period
1:15 p. m.	Fifth period
2:15 p. m.	Sixth period
3:20 p. m.	Teachers may leave

Senior High Schedule (A)

7:15 a. m.	Teachers report
7:30 - 8:25 a. m.	First period
8:30 - 9:25 a. m.	Second period
9:30 - 10:35 a. m.	Third period
10:40 - 11:35 a. m.	Fourth period
11:40 - 1:10 p. m.	Fifth period
1:15 - 2:10 p. m.	Sixth period
2:20 p. m.	Teachers may leave

Senior High Schedule (B)

8:15 a. m.	Teachers report
8:30 - 9:25 a. m.	Second period
9:30 - 10:35 a. m.	Third period
10:40 - 11:35 a. m.	Fourth period
11:40 - 1:10 p. m.	Fifth period
1:15 - 2:10 p. m.	Sixth period
2:15 - 3:10 p. m.	Seventh period
3:20 p. m.	Teachers may leave

APPENDIX D

Code of Ethics of the Education Profession

Principle I - Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator --

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosures serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

Principle II - Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator --

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

Principle III - Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator--

1. Shall not discriminate on the ground of race, color, creed,

or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

Principle IV - Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator --

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or

commenting adversely about other candidates.

3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.