

8-31-74

*Allen Park*

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# AGREEMENT

between the

Board of Education of the  
Allen Park Public Schools

and the

Allen Park  
Education Association

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

1973

Michigan State University

Allen Park Public School System  
Allen Park, Michigan

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*South Wayne Office  
Michigan Education Association  
14130 Pennsylvania Road  
Southgate, Mich. 48195*

## ALLEN PARK EDUCATION ASSOCIATION

### 1973-74 Officers

President	Sharon Carlson	382-1779
Vice-President	Frances Babbage	676-2018
Treasurer	William Henry	285-5637
Secretary	Mary Lou Jones	782-2541
Representative Assembly	Donald Laurain	841-9009
General Meetings:	Schedules Announced	
Executive Meetings:	Last Monday of the Month	

### ASSOCIATION REPRESENTATIVES

Arno	Audrey Tillen	381-7577
Bennie	Leon Warner	545-2896
Lapham	Harley Earl	474-5855
Lindemann	Frederick Pacher	928-2229
	Gregory Pugh	285-6735
Riley	Patricia Boyle	261-2523
Sudman	George Baran	728-8537
North Junior High	Leonard Piestrak	838-2934
	James Sendek	388-4463
South Junior High	Diane Kaminski	928-4453
	Patricia DeFelice	676-1887
Senior High	Rosemary Malish	278-7268
	Norman Mihatsch	383-4129
	Walter Zelasko	271-8686
Special Services (Lindemann)	Patricia Jaquish	381-2869

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This Agreement entered into this 24th day of September, 1973 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 1973-74

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 should be limited to ten (10) hours per year. A meeting should not exceed one hour.
- 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 services 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. Teachers may request transfer for the succeeding school year. Such requests may indicate preference of grade level, subject area field, department, building and extra contractual assignments. A Teacher requesting transfer shall be placed on a list to be known as the transfer list, which will be established and maintained in the personnel office.
  - 1. Requests for transfer shall be made in quadruplicate; one copy for each building administrator 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 must be re-filed every school year in order to remain active.
- B. In-building reassignments shall be effected on the basis of teacher preference, to be made by the building administrator prior to June 1st. Criteria to be used in building reassignments are:
  - 1. Seniority
  - 2. Qualifications and certification
  - 3. In the case of teachers with equal seniority and qualifications making the same choice, the teacher who first requested assignment to the vacancy shall be given preference.
- C. Vacancies occurring during the school year shall be filled for the remainder of the school year only.
- D. All vacancies caused by: during the school year leaves, resignations transfers, building reassignments, retirements, or lay-offs shall



be posted by June 1st for the succeeding year. The Board will review all openings until August 15th and the following sequence for filling these openings shall be used:

1. All placement shall be conditioned by the seniority certification and qualification status of the employee.
  2. All requested transfers and all teachers returning from leave shall be placed in the openings by the teacher's preference, if possible.
  3. Recalled laid-off teachers shall be placed in the remaining openings by the teachers' preference, if possible.
  4. All transfers, leave returns, and laid-off teachers shall be notified by August 20 relative to placement.
- E. System-wide transfers shall be subject to the following conditions:
1. No teacher shall be transferred against his will without valid and demonstrable reason.
  2. No administrator shall deny a transfer to a teacher who is certified and qualified, 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.
  3. Notice of vacancies and qualifications for such positions shall be posted in all buildings and in the personnel office with a copy sent to the Association President or his designee.
- F. Upon request, a teacher who has been denied a transfer shall be presented with the reasons for denial in writing.
- G. 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.
- H. A promotion is a change in position which results in exclusion from the bargaining unit.

## 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.

No pay shall be granted for teachers using these days for vacation or recreational purposes.

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. No pay shall be granted for teachers using these days for vacation or recreational purposes.
  - H. No teacher shall be compensated for the work day or days preceding or succeeding a holiday unless he reports to work. Exceptions to this clause will be limited to:
    1. Illness (personal or immediate family). The administration may request verification within three days of such absence.
    2. Any absence allowed under sections "D" or "F".Holidays are Labor Day, Memorial Day, Thanksgiving Recess, Christmas Recess and Easter Recess and Summer Recess.
  - I. 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.

## 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.

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.

- 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 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 (1) additional year. A teacher may be granted a leave of less than one 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 may utilize accumulated leave days preceding the leave.
  3. A teacher may be offered a position, however, 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.
- F. 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.

#### 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 and 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 unsatisfactor 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 conferences 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 the 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 hereinafter 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. The order of reduction shall be:
1. Teachers not holding a regular Michigan provisional or permanent certificate will be laid off first, provided there are fully qualified certificated teachers to replace and perform all of the needed duties of the laid off teachers.
  2. If reduction is still necessary, probationary teachers with the least number of continuous months of teaching in the Allen Park Public School System will then be laid off, provided there are fully qualified, certificated teachers to replace and perform all of the needed duties of the laid off teachers.
  3. If further reduction is still necessary, tenure teachers with the least number of months of continuous teaching experience in the Allen Park Public School System will then be laid off, provided there are fully qualified, certificated teachers to replace and perform all the needed duties of the laid off teachers.
- C. A teacher has obtained seniority in a given subject area field by satisfying one of the following criteria:
1. A teacher has taught within a given subject area field at least two (2) semesters within the last five (5) years.
  2. A teacher possesses twenty-four (24) semester hours in a given subject area field, four (4) of which have been earned within the past five (5) years.
  3. A teacher with state certification in a subject area field who does not qualify under sections 1 or 2 has seniority in that field. Following the commencement of duties in that field he shall satisfy the following criterion:

State Certified Subject Area Field

Completed Area Field Semester Hours	Hours to be completed upon commencement of duties
12 hours	12 semester hours - 18 months
13 hours	11 semester hours - 18 months
14 hours	10 semester hours - 18 months
15 hours	9 semester hours - 12 months
16 hours	8 semester hours - 12 months
17 hours	7 semester hours - 12 months
18 hours	6 semester hours - 12 months
19 hours	5 semester hours - 12 months
20 hours	4 semester hours - 12 months
21 hours	4 semester hours - 12 months
22 hours	4 semester hours - 12 months
23 hours	4 semester hours - 12 months
24 hours and above	4 semester hours - 12 months

After placement, if this criterion is not fulfilled, a teacher will be dismissed.

- D. Seniority is defined as cumulative months of service with the Allen Park Public Schools, continuous or interrupted by leave or lay off. Seniority shall accumulate during active employment, paid leaves, military leave and the first year of lay off.
- E. Any teacher shall have the right to protest the accuracy of his seniority status within ten (10) work days from the date of posting.
- F. As teaching positions become available, laid off teachers certified to assume these positions will receive written notice by mail from the board. Recall shall then be in inverse order of the designated lay off procedure among those laid off teachers (indicating in writing, interest for the available positions) within ten (10) work days of receipt.
- G. The laid off teacher continues lay off status until he is reinstated, employed in another district, refuses the offer of a position for which he is certified, or fails to respond to an offer within ten (10) days of its receipts.
- H. Laid off teachers, unless expressing no interest, will be given preference in the hiring of substitute teachers in the district, according to district seniority.

- I. Correspondence between the Board and the laid off teacher will be mailed to his last known mailing address, with copies to the Association. Correspondence from such teacher regarding position offerings, changes in certification, address changes, etc., will be mailed to the Board (or Superintendent) with copies to the Association.
- J. Any lay off pursuant to this agreement shall automatically terminate the individual's employment contract. However, the employees insurance coverage shall remain intact for three months after lay off.

## 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 twenty dollars (\$20) per semester hour to a maximum of forty-five (45) hours.

All graduate credit earned after November 1, 1972 shall be paid at the rate of twenty-five dollars (\$25.00) per semester hour to a maximum of thirty-five (35) 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 two hundred twenty-five dollars (\$225) and shall increase in the amount of sixty dollars (\$60) each year thereafter to a maximum of five hundred twenty-five dollars (\$525) 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 seven dollars and twenty-five cents (\$7.25) 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. Twenty (\$20) dollars per semester credit hour beyond the Bachelor degree to a maximum of thirty (30) shall be granted each year.

All semester credits earned after November 1, 1972 shall be paid at the rate of twenty-five dollars (\$25.00) per hour 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. Student Teachers: The Board will approve the assignment of certain teachers as cooperating teachers to supervise and guide students during periods of practice teaching. All assignments shall be voluntary and shall be initiated by the teacher.

The number in a building at one time will be limited to twice the number of administrators in direct charge of that building.

No teacher shall be assigned as cooperating teacher more than once per year.

At the end of each semester the cooperating teachers will be called together by the Assistant Superintendent to evaluate the program and make suggestions for future improvements in the program.

Each teacher to be assigned as a cooperating teacher must attend a five (5) hour workshop, on student teaching, to be offered by the Board in cooperation with the Association and college representatives. The Board may waive the attendance to the workshop for any teacher who has previously attended the workshop.

The college stipend will be paid to the cooperating 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 fifteen thousand (\$15,000) 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 (\$2.00) 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%) percent 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.
- H. Upon application for workman's compensation for an on-the-job injury, the Board agrees to pay the difference, if one exists, between the workman's compensation amount and the net weekly salary amounts. Any time required for recovery shall not be charged against the employee's sick leave. The Board's liability shall be terminated after twenty-four (24) months of benefits.

#### 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 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

Severence

- 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. 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, 1973 and shall continue in effect until the 31st day of August, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Sharon L. Carlson  
President, Sharon L. Carlson

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

By Frances Babbage  
Negotiating Team Member  
Frances Babbage

By Charles Koneval  
Negotiating Team Member  
Charles Koneval

By Walter Zelasko  
Negotiating Team Member  
Walter Zelasko

BOARD OF EDUCATION

By William Danosky  
President, William Danosky

By Anthony T. Rinna  
Secretary, Anthony T. Rinna

By Joseph C. Berry  
Member, Joseph Berry

By Marian Mouradian  
Member, Marian Mouradian

By Michael A. Davis  
Member, Michael A. Davis

By Clifton W. Fellows  
Member, Clifton W. Fellows

By Orville W. Junge  
Member, Orville W. Junge

APPENDIX A

CALENDAR 1973-74

September 17	Teachers Report
September 18	All classes begin
November 22, 23	Thanksgiving Recess
December 21	Winter Recess begins at end of school day
January 2, 1974	Classes resume
February 1 (no full day APHS or system- wide record day)	End of First Semester
April 11	Spring Recess begins at end of school day
April 22	Classes resume
May 27	Memorial Day Recess
June 19	Systemwide Teacher Record Day
June 20	Summer Recess begins after pupils and teachers are dismissed.

<u>First Semester</u>	<u>Second Semester</u>	<u>Quarters End</u>	<u>Total</u>
90 Days of Instruction	90 Days of Instruction	Nov. 23	180 Days of Inst.
91 Teacher Days	92 Teacher Days	Feb. 1	183 Teacher Days
		April 11	
		June 20	



SALARY SCHEDULE

STEP	B. A. AMOUNT	STEP	M. A. AMOUNT
0	\$ 9,965	0	\$11,150
1	10,395	1	11,800
2	10,875	2	12,450
3	11,405	3	13,100
4	11,935	4	13,750
5	12,490	5	14,400
6	13,095	6	15,050
7	13,700	7	15,700
8	14,305	8	16,350
9	14,910	9	17,000
10	15,515	10	17,800

1. Teachers possessing an education specialist degree shall receive \$1,000 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	80 hrs.
	Volleyball	40 hrs.
	Softball	80 hrs.
	Tennis	30 hrs.
	Synchronized Swimming	110 hrs.
	Booster Club	40 hrs.
	Hockey Coach	300 hrs.
	Soccer Coach	110 hrs.
Elementary	Instrumental Music	75 hrs.
	Vocal Music (2)	50 hrs.

Class III

High School	Asst. Football Coach (Varsity)	250 hrs.
	Cross Country Coach	140 hrs.
	Tennis Coach	150 hrs.

	Reserve Baseball Coach	150 hrs.
	Asst. Wrestling Coach	250 hrs.
	Cheerleading Sponsor	150 hrs.
	Class Chrm. 10th grade	35 hrs.
	Asst. Football Coach (2)	175 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.
	Wrestling (2)	150 hrs.
	Synchronized swimming (2)	50 hrs.
Elementary	Service Advisors up to (4) positions not to exceed thirty (30) hrs. per position	120 hrs.

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

Class I	M.A. - beginning salary	\$ 5.58
	$1/6 \times 1/200 \times 3/5 =$ base hourly rate	
Class II	93% of Class I	5.19
Class III	92% of Class II	4.77

- 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.
- 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 disclosure 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.

## Principal 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.