

**AGREEMENT**

between

**Board of Education  
of the School District of the  
City of Highland Park**

and

the

**Highland Park Association of Administrators**

**1986-89**

82070

1989-06-30

HPAA

OA

**BOARD OF EDUCATION**

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**SUPERINTENDENT OF SCHOOLS**

*Eldon L. Martin*

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## I. RECOGNITION

### 1.1 Bargaining Unit

The Board recognizes the Association as the sole and exclusive bargaining representative for all school administrators, including the following:

#### P-12 DIVISION

##### Principal & Assistants

- High School
- Middle School
- Elementary School
- Adult/Community Education

##### Directors

- Adult/Community Education
- Business & Finance
- Elementary Education
- Evaluation & Planning
- Occupational Education
- Secondary Education
- Special Education
- Staff Development & Personnel Operations
- State & Federal Projects

##### System-Wide Coordinators

- Community Coordinators
- Curriculum Coordinators
- Instructional Materials Center
- Physical Education
- State & Federal Projects

##### Project Leaders

#### COLLEGE DIVISION

##### Deans

- Administrative Assistants to the President
- Comptroller

##### Directors

- Admissions/Records
- Business Affairs
- Nursing

##### Coordinators

- Data Processing
- Financial Aid

But excluding the Superintendent, Assistant Superintendents, President and Vice-presidents of the Community College and any other administrators exercising similar managerial or executive functions.

## 1.2 Definitions

- (1) Member - A member, for purpose of this Agreement, is an Administrator included in the bargaining unit as defined in Section 1.1 of this Agreement.
- (2) Calendar Year - Calendar Year is defined as the fiscal year of the School District.
- (3) School Year - School Year has a beginning date one week before the official opening of school and an ending date one week after the official closing of the school as provided in the "School Calendar Year".
- (4) School Calendar Year - School Calendar Year is defined as set forth in the Teachers' Master Agreement.
- (5) Special Funded Project Administrators - Special Funded Project Administrator is defined as all Administrators in collective bargaining unit employed in special projects not funded from general funds of the School District.
- (6) Non-Special Funded Project Administrator - Non-Special Funded Project Administrators is defined as being all other administrators of the collective bargaining unit, except Special Funded Project Administrators.

## 1.3 Agency Shop

- (1) As a condition of employment, each member of the bargaining unit, beginning with (1) July, 1975, or (2) the first complete month following a date thirty (30) calendar days after employment in the bargaining unit, whichever month is later, and monthly thereafter during July through June of each year during the life of this Agreement, shall tender to the Association either periodic and uniformly required association dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Association dues.

(2) The effective date for termination of employment of an employee who fails to comply with this Section 1.3 shall be the end of the school year in which the employee's failure to comply with this Section 1.3 occurs.

(3) No employee shall be terminated under this Section 1.3 unless:

(a) The Association first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Association dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed authorization are tendered within thirty (30) calendar days of such notice, he will be reported to the Board for termination as provided in this Section 1.3, and

(b) The Association has furnished the Board with a copy of a letter sent to the employee and notice that he/she has not complied with the Association's request. When requesting the Board to terminate the employee, the Association shall further specify the following by written notice:

"The Association certifies that \_\_\_\_\_

(Name)

has failed to tender either the periodic and uniformly required Association dues or service charge required as a condition of employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Board shall terminate this employee".

(4) The Board agrees, that within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his/her services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of said notice, the Board shall, at its option, either adopt a resolution terminating the employment of the employee

effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a checkoff authorization from such employee without the consent of the Association.

- (5) If any legal proceedings of any kind shall be brought against the Board at any time before any tribunal in which an administrator or administrators, or any person or organization on his behalf, contests a discharge or discharges under the provisions of this Section 1.3, the Association agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Association further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Association pursuant to the provisions of Section 1.3 of this agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back pay liability or other damages imposed upon the Board in any Teachers Tenure act proceeding which may be initiated by the Board in order to implement the provisions of this Section 1.3.

1.3 A

During the life of this agreement the Board will not deduct dues or service charges for any administrative organization other than the Association.

1.4 Non-Discrimination

The Association will continue to represent all administrators without discrimination on the

basis of race, creed, color, age, national origin, sex, handicapped, or marital status. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, age, national origin, sex, handicapped, marital status, or membership or participation in, or Association with the activities of, any employee organization.

**1.5 Statistics and Financial Information**

The Board shall make available to the Association within five (5) school days upon its reasonable request in writing to the Superintendent one copy of such statistics or financial information in the possession of the Board and not readily available at that time to the Association from other sources, as is necessary for conducting the proper business of the bargaining agent in behalf of the employees in the bargaining unit. This shall not be construed to require the Board to compile information or statistics not already compiled.

**1.6 List of Bargaining Unit Members**

The Board will provide the Association each fall and early spring with a complete list of bargaining unit members and their appropriate budget category (including building assignments) and salary levels.

**1.7 Board Agenda and Minutes**

The Board will provide the Association with three (3) copies of the agenda for Board meetings and non-confidential related documents and three (3) copies of the official minutes of Board meetings. The copies of agenda for Board meeting and non-confidential related documents will be provided not later than noon of the Monday before Board meetings, and the copies of official minutes of Board meetings will be provided within five (5) working days after they have been approved by the Board.

**1.8 Association Meetings in Schools**

Schoolrooms may be used for Association meetings after class hours, provided that (a) such meetings occur during the regular shift hours of the custodian for the building in question, and (b) there is no conflict with other activities.

**1.9 Meeting with Administrative Association**

Upon request, the Superintendent or the College President, or their designees, will meet informally with the officers of the Association on matters relating to the implementation of this Agreement. Such meetings shall not exceed one per month with the Superintendent or College President except by mutual consent.

**1.10 Materials Given to Administrators**

All official circulars or bulletins intended for administrators will be sent to administrators and copies shall be made available to the Association and its members on request.

**1.11 Administration of Contract**

The Association President or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, provided that the President or his/her designee shall arrange to have his/her regular responsibilities covered in his/her absence and his/her whereabouts is known, to the Superintendent's Office.

**1.12 Released Time - Arbitration Hearings**

In any arbitration case where the arbitrator is unable or unwilling to hold a hearing outside class hours, any administrator who is called and testified as a witness for the Association (not exceeding five days except by special agreement of the parties) will suffer no loss in pay. In any such case the Association President or another Association official designated by him/her may also attend the hearing without loss of pay.

**1.13 Mail Boxes**

The Association shall have the right to place material in the mailboxes of members of the bargaining unit; placement is to be made by a member of the staff of the building involved at a time which does not interfere with his performance of his duties and is before the beginning or after the end of classes at the building involved.

## 2.1 Jury Duty

Any administrator called for jury duty will cooperate fully with the administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the Jury Commission requires the administrator to serve during the school year, the administrator will be paid the difference between jury pay and his regular salary.

## 2.2 Insurance

- (1) The Board agrees to pay the necessary premiums to provide group term life insurance for each member of the bargaining unit in the amount of \$50,000 for death and \$50,000 for accidental death and dismemberment.
- (2) Bargaining unit members may elect either the Blue Cross/Blue Shield MVF plan with F.A.E. (First Aid Emergency) M.L. (Medical Laboratory) and the I.M.B.O.B (Pre and Post Maternity Care) of hospital-medical-surgical insurance, including Master Medical (Option 4) and prescription drug coverage as described in the brochure furnished to the Union, or equivalent coverage under Community Health Association. For the duration of this Agreement, the board agrees to pay for full premium for employee and dependents' semi-private coverage under either of said plans for all bargaining unit members who enroll, but not exceeding the cost of employee and dependents' semi-private coverage under the Blue Cross/Blue Shield plan.
- (3) Commencement and duration of coverage and amount of nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The board's only responsibility shall be for payment of premiums as above set forth.
- (4) The Board will pay necessary insurance premiums for an administrator on leave, except for the six-month or twelve-month period of the leave.

- (5) In cases of maternity leave where the administrator has sick leave days available and sick days are used for maternity leave as provided in Section 4.3 the Board will pay any insurance premiums falling due prior to exhaustion of the administrator's sick leave days (not exceeding 20). Otherwise the board shall have no responsibility for payment of insurance premiums during maternity leave (or during child care leave), but the Board will permit any administrator who desires to do so to continue insurance coverage during maternity leave or child care leave by paying the necessary premiums to the board prior to or on the premium due dates.

### 2.3 Fringe Benefits

The Board of Education shall provide the administrators with the same benefits as negotiated in the Master Agreement with the Highland Park Federation of Teachers.

This shall include insurance as referred to in Section 2.2 of this Agreement.

### 2.4 Credit Union Deductions

The Board of Education shall provide payroll deduction services for employees transacting business with the Highland Park School Employees Credit Union. Such deductions may be arranged for savings as well as to repay loans.

### 2.5 Credits

Credits shall be accepted from any fully accredited college or university subject to any limitations imposed by state certification authorities and the North Central Association.

### 2.6 Salary Changes

A salary change resulting from a permanent or temporary change in position shall take effect with assumption of the duties of the new position.

### 2.7 Trips or Extra-Curricular Groups

Transportation, food and lodging expenses of administrators on approved trips of extra-curricular groups will be reimbursed in accordance with Board Policy.

## 2.8 Travel Allowance

Administrators authorized to travel as part of their administrative assignment will have a travel allowance of twenty-five cents (.25) per mile for travel within the school district and twenty-five cents (.25) per mile for travel outside the school district.

## 2.9 Trip Accommodations

Whenever administrators accompany students on trips, and are required to seek lodging, they shall have accommodations separate from those of the students where accommodations and proper supervisory requirements permit.

## 2.10 Extra-Contractual Pay

- (1) An Administrator functioning in an extra-contractual position shall be paid as follows:

- (a) If serving as an administrator for:

\_\_\_\_\_ administering a committee

\_\_\_\_\_ summer school

\_\_\_\_\_ other administrative positions beyond regular duties the administrator shall be paid for one-half day, if four hours or less, but one full day if more than four hours, by the following formula:

### Daily Wage:

- (1) School Year (42 weeks) Administrators - Annual Salary -- 203 or,
- (2) Calendar Year (52 weeks) Administrators - Annual Salary -- 260 or,
- (3) Annual Salary divided by contractual days.

Hourly Wage = Daily Wage -- 8

- (b) If serving in like or same capacity to a teacher the administrator shall be paid the rate of the negotiated teacher's agreement.

## 2.11 Pay Option

Administrators shall be paid their annual contract amount in equal installments over the course of their work year. Administrators whose

work year is defined as less than twelve (12) months shall have the option to select, within the current procedural requirements of the business office, an extended (12 month) pay option.

### III GENERAL CONDITIONS OF EMPLOYMENT

#### 3.1 Transfer and Reassignment

- (1) Unless specified otherwise herein (e.g. Article X-A), all members of the Association will be on a continuing two (2) year contract or a two (2) year probationary contract and will continue at their levels of assignment unless promoted upon application for a higher administrative position or demoted under the conditions set forth in this contract.
- (2) Promotion (See Section 3.11-Teacher Agreement)
  - (a) In a case of any administrative vacancy in the school district, an appropriate Notice of Vacancy and a complete job description will be posted for the attention of all personnel and furnished to the Association President. Persons who believe they possess the qualifications to fill the vacant position may apply in writing to the Personnel Director, and will receive due consideration in the filling of the vacancy. Such applications shall be submitted in duplicate, and the Personnel Director will return to the applicant within five (5) days one of the applications stamped, signed, or initialed to acknowledge receipt. When the Superintendent has decided who is to be recommended for appointment to the position, he shall notify the person within five (5) school days, and shall indicate that appointment to the position is without tenure and is subject to approval by the Board. After the board has confirmed the appointment, all unsuccessful applicants will be notified within not more than 10 days.

Vacancies of a temporary nature occasioned by prolonged disability or illness of the person regularly assigned shall be filled as quickly as possible by temporary appointment of a person to an "acting" status until the need no longer exists.

(b) Preferential consideration shall be given to existing administrative personnel, who apply for the posted position.

(3) Tenure

All administrators, upon completion of their probationary periods, as defined by the Teacher Tenure Act, acquire teacher tenure with the School District.

(4) Transfers (See Section 3.1)

(a) Voluntary

Any administrator who desires a transfer or reassignment may at any time file a written request with the Personnel Director. The request shall indicate the specific administrative area and school desired. Such request will be effective for the balance of the school year when filed and for all of the ensuing school years. The Personnel Director will keep such request on file and give such request due consideration whenever the requested assignment may become available. Present employees who have requested transfer or reassignment in this manner will be given consideration before new employees. Any specific vacancy not filled by transfer or reassignment of existing personnel will be posted in all school buildings (during the summer, at Board offices) at least five (5) school days before any new employee is hired to fill such vacancy. A list of all such specific vacancies then available will also be mailed to the staff once during the summer, normally on or about July 15.

Decisions denying requested transfers or reassignment will be communicated in writing to all persons involved within ten (10) days after the decision is made, and a written statement of reasons will be furnished upon written request of the administrator involved. A decision denying transfer or reassignment may be made the subject of a grievance, but such grievance shall be sustained only if it is established

that the decision was arbitrary, capricious, or without rational basis.

An administrator deemed qualified for transfer or reassignment who has been denied such request or reassignment on the basis of essentiality in present position shall not again be denied transfer or reassignment on the basis of essentiality in that position, and the administrator's request shall remain on file for two (2) years following any such denial, provided, however, that the administrator's rights in this regard shall apply only to vacancies for which the administrator is qualified and which become available after certain time intervals, as follows:

If the transfer is denied any time between the commencement of regular classes in the fall and the end of regular classes in the spring, the above paragraph shall apply to vacancies which become available during the first semester of the following school year of thereafter.

If the transfer request is denied any time during the summer interval between the end commencement of regular classes the above paragraph shall apply to vacancies which become available during the second semester of the following school year or thereafter.

Requests for transfer or reassignment shall be submitted in duplicate and the Personnel Director will return to the administrator one copy of the request stamped, signed or initialed to acknowledge receipt.

(b) Involuntary

In the event that management requirements necessitate transfer of staff from one school or administrative area to another, all efforts for the voluntary transfer of qualified administrative personnel shall be

exhausted. In the event there remains an excess of administrative personnel in any administrative area or school, or relocation of staff is still needed to meet management requirements, the Superintendent shall arrange for the necessary transfer of qualified administrative personnel. No administrator shall be involuntarily transferred from one school to another under this paragraph while a probationary administrator is retained in the school in a position which the administrator is qualified to fill.

Any administrator to be transferred after commencement of the school year shall be given at least one week's notice in writing, unless unforeseen circumstances require transfer on shorter notice.

Involuntary transfers other than those resulting from reduction in personnel will be regarded as disciplinary actions and, as such are subject to the grievance procedure.

(c) Seniority

The Board shall furnish a seniority list of members of the bargaining unit to the Association annually by November 1. Administrators will be listed on the seniority list in the order of their administrative seniority in Highland Park; i.e., the administrator with the greatest accumulation of administrative seniority in Highland Park will be at the top of the list; and the administrator with the least accumulation of administrative seniority in Highland Park will be at the bottom of the list. When the accumulation of administrative seniority of two or more administrators is equal, as computed in the manner described below, the administrator with the earliest date of original administrative service in the district shall be placed highest on the list. If two or more administrators also have identical dates of original service, the administrator with the earliest date of original employment with the district shall be

placed highest on the list. Administrative seniority will be accumulated for service in a position recognized at that time by the Board of Education as an Administrative position. Each completed work year served will count as one (1) year of accumulated seniority credit. In addition, for periods of such service less than a full work year, one-half (1/2) year of seniority credit will be accumulated for service between 3 and 6 month and one year of seniority credit shall be accumulated for service in excess of six months. Time spent by current HPASA members in an administrative position as an "acting" administrator will be credited to accumulated administrative seniority only if the member is subsequently appointed to that position. HPASA members placed in acting positions within the bargaining unit accumulate seniority throughout the time they serve in an "acting" capacity.

Seniority accrued in other bargaining unions prior to 1979 will be honored according to the language of contracts prior to 1979. Beginning in 1979, an administrator can only accrue administrative seniority while in an administrative position.

(5) Reduction in Personnel

In case of a reduction in force, the Board will identify the specific positions that will be vacated and the number of administrators affected. The union will be notified in writing within five (5) days of such action. The Board and Union will work jointly to provide union members a list of all remaining positions for which union members possess qualifications and Administrative seniority.

Within five (5) days of completion of the above list, the Board and Union, again working jointly, will identify all possibilities of transfers and bumping. The following steps will be pursued in identifying possible transfers/bumps:

1. Lateral transfer to a position within the same category.
2. Transfer to an Administrative position in a lower category.
3. Repeat steps 1 and 2 until all Administrative categories are considered.

Upon completion of the steps above, the Board will transfer affected member(s). Such transfer will be affected if there is a position in the category for which an Administrator is qualified and which is held by an Administrator with lesser seniority. In the event two or more positions exist within a category for which the individual is qualified and has greater seniority, the Board will determine to which position the transfer will be made. In any case where an Administrator is transferred to a lower category, he/she must be placed at either the highest salary step of that position or his/her current salary, whichever is less.

The bumping provision in the contract shall not be applicable to any administrator newly hired under a State, Federal, or Special funded position of specified duration. Prior to four years of service, any Administrator promoted to a position such as Special Project will retain bumping rights in his/her former category. Administrators laid off from such specifically funded position shall be entitled to the recall rights of this provision.

(a) Administrator Rights After Bumping

In the event the bumping process does not yield an administrative assignment for an Administrator, the Administrator can request a transfer to the highest non-administrative position for which the Administrator is qualified. Such a request will be considered pursuant to and in conformance with applicable agreements with non-administrative groups, applicable law, required qualifications for the position and seniority acquired in the group(s) to which the administrator has requested a transfer. Should the request be

granted, the administrator will be placed at the top step of the appropriate salary schedule in that position or retain their current salary (whichever is less).

(b) Recall

In recalling Administrators who were laid off because of reduction in personnel, the Administrator higher on the seniority list will be recalled first for an available position for which he/she is qualified within his former category or lower category. If the person highest on the seniority list does not qualify for recall, the next most senior person on layoff will be considered for recall as described above. An administrator shall not be promoted to a higher category as a direct consequence of a staff reduction.

If an Administrator is laid off because of reduction in personnel, the name of the Administrator will remain on the seniority list for three (3) years after layoff unless he or she resigns.

(c) Definition of Categories

The following are the categories of Administrative positions to be used in the layoff and recall process.

Category I - District Supervisors  
College Deans  
High School Principal

Category II - Directors  
Middle School Principals  
Elementary School  
Principals  
ACE Principals

Category III - Program Supervisors  
Headstart  
High School Assistant  
Principals

Category IV - Elementary Assistant  
Principals  
Middle School Assistant  
Principals  
Program and Community  
Coordinators

\*Qualifications -- The following criteria will prevail in determining qualifications:

- (a) The Administrator must have valid state certification for position, if this is required by the State of Michigan.
  - (b) The Administrator must meet all minimum requirements under the rules of the agencies that certify or accredit schools and colleges.
  - (c) The Administrator must possess the requirements posted by the School District when the position was advertised. (i.e., when person in position was originally hired)
  - (d) The administrator must possess requirements listed in contracts with the School District of any special federal or state project.
- (6) Demotions, Involuntary Transfers, Reassignments and Discharges

In the case of dissatisfaction with the performance or the services of the administrator, it shall be incumbent upon the Superintendent of Schools or President of the College to institute corrective measures through a progressive disciplinary procedure to correct same. In the event such corrective measures are not successful and there is still dissatisfaction within the terms of this agreement, the administrator, upon recommendation of the Superintendent, or President of the College, may be re-assigned to an administrative position, only for good and just cause, substantiated by charges in writing delivered to the administrator and to the Board of Education. Notification of reassignment to a lower-paying position or dismissal will not be delivered to the administrator prior to compliance with the provisions of this paragraph.

In the event an administrator is reassigned as a teacher, his compensation may not be reduced below the maximum salary level of the negotiated salary schedule for which his/her training and new assignment qualifies.

### 3.2 Administrative Authority

It is understood that building principals are responsible for the management and supervision of all areas in their building and have administrative and supervisory authority over all personnel, programs and students assigned to their school. In cases of genuine emergency, the building principal may cancel or postpone programs in accordance with school district policy.

### 3.3 Leaving Building

Administrators will use professional discretion in leaving their buildings during the work period. When an administrator leaves his/her building for any significant period of time, he/she shall notify the immediate supervisor.

### 3.4 Lunch Period

Each administrator will be provided a lunch period.

### 3.5 Office Arrangements and Secretarial Assistance

Each administrator will be provided with the office space and secretarial assistance necessary for the performance of his/her assigned duties.

### 3.6 Subject Area Assignment

In the event an administrator is reassigned as a teacher, he/she will be assigned to a teaching assignment for which he/she is qualified and where required, certified.

### 3.7 Disciplinary Conferences

Disciplinary interviews, reprimands, or evaluations of any kind shall be held in private unless waived in writing by the administrator.

It is understood that informal conferences, such as those between a Superintendent or the College President and/or designees, and an administrator, for professional improvement or disciplinary investigation may be conducted off the record and shall not be included in the employee's personnel file or record.

Under circumstances where the Superintendent or the College President, or their designees, deem it appropriate to discipline an administrator, the Superintendent or the College President, or designees, shall notify the administrator in writing of the disciplinary conference to be held, with a written statement of charges at least 48 hours in advance of the conference.

The administrator is entitled to representation by the Association at the disciplinary conference. At that conference, all phases of the charges will be explored before any act of reprimand or disciplinary decisions are made by the administration. After considering the outcome of this conference, if the administrator receives an act of reprimand or discipline, then his interest can be pursued further at Step 1 of the Grievance Procedure.

### 3.8 Work Day

In order to attain ultimate efficiency in the operation of the educational institution and to provide the best possible educational program to the students served thereby, it is essential for administrative and supervisory personnel to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule may, at times, involve work in and out of the school building and, at times, frequently outside the regular school day. The professional discretion of good administrators and supervisors in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the institutional program and the aforesaid aims.

### 3.9 Semi-Annual or Annual Parent-Teacher Conferences

If semi-annual or annual Parent-Teacher conferences are scheduled outside of class hours, release time will be granted.

### 3.10 Notice of Meetings

Normal procedure with respect to meetings called by the Central Office or the College President's Office, will be to notify administrators of such meetings, and provide them with agenda, two (2) days in advance. It is recognized that meetings on shorter notice and without agenda are sometimes necessary, and may occur where the need for the meeting arises at such time as to make compliance with this provision impractical.

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**3.11 Tuberculosis Examinations**

Members of the bargaining unit are required to file proof of freedom from active tuberculosis in accordance with state law.

**3.12 Other Physical Examinations**

Any questions as to the physical health and fitness of an employee shall be resolved by the Administrator in charge of Personnel and the individual, in conference with the school medical advisor(s). Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the School District.

**3.13 Nervous Disorder**

An employee who has been absent because of a nervous disorder must, prior to his return, present a report from a physician showing satisfactory recovery. In addition, the employee's cooperation in obtaining a medical report from an impartial clinic may be required. In the latter case, expenses shall be borne by the Board of Education.

**3.14 Security**

The Board agrees to use all reasonable efforts to provide adequate security for all school buildings.

**3.15 Administrative Duties**

Before a program is added to an administrator's responsibilities, the administrator must be fully informed of the operations of the program and involved in the planning and development of the program where possible.

**3.16 Visiting Days**

Upon recommendation by the Superintendent, or College President, or his/her designee, one visiting day per school year for the purpose of improving professional techniques or instruction shall be granted to any member of the professional staff. No deduction of pay or charge against current leave allowance shall be made for such visiting day. Current practice on reimbursement for the travel and other expenses will be continued.

### 3.17 Educational Workshops and Conferences

Upon approval by the appropriate Executive Administrator (and/or approval by the College President and the Superintendent), reasonable released time for the purpose of attending educational workshops or conferences dealing with teaching methods, administration curriculum development, or other matters directly related to the improvement of instruction may be granted to any member of the bargaining unit. No deduction in pay or charge against any current leave allowance shall be made for such released time. The administrator will be reimbursed for all reasonable travel, food, lodging, and conference expenses. The rate of mileage when use of a car is authorized shall be the current rate as set forth in Section 2.9.

Association-sponsored meetings dealing with curriculum, administrative, or instructional matters will be considered to come within this section.

### 3.18 In Service Courses

The Board agrees to continue to make available certain university contract courses for graduate credit at one-half the tuition cost. It further agrees that those administrators who enroll for "audit only" and not for credit, will have their portion of the tuition refunded upon the successful completion of the course.

### 3.19 Electronic Devices

The Board agrees to continue a policy of not using electronic devices to observe or evaluate an administrator without his knowledge.

### 3.20 Master Supply List

A master list of supplies and order blanks will be placed in each school office. Administrators will be given prompt notification of supplies which are denied or unavailable.

### 3.21 Administrator Files

Each administrator shall be shown and shall sign all personal Experience Reports or other evaluations of the administrator's professional performance made by his supervisor. The administrator shall have the right to file an answer to

any such material, which shall be attached or kept in the same file with such material. Any such material may be examined by the administrator upon reasonable request. Each administrator may add any professional evaluation to his/her file as he chooses.

No non-confidential material shall be placed in an administrator's file unless the administrator is shown such material and given the right to file an answer thereto, which shall be attached to or kept in the same file with such material. Confidential material to which the administrator shall have no access is limited to material from a recognized educational institution which the institution requires being kept confidential. At the administrator's request, and at his expense, the Board will reproduce any non-confidential material in his file. No letters from parents or subordinates will be placed in an administrator's file.

An administrator shall have the right to have removed from his file any material placed therein in violation of the foregoing.

### 3.22 Para-Professionals

Guides for the utilization of paraprofessionals will continue to be developed in consultation with administrators.

### 3.23 Rights As Citizens

When the administrator speaks or writes as a citizen he/she shall be free from administrative and institutional censorship and discipline. The administrator bears a responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.

Each administrator is entitled to freedom of discussion on all matters which are relevant to the administrative topic under discussion and within his/her area of professional competence.

Administrators shall be free to present materials, plans, and ideas which are pertinent to the objectives of the K-12 School System or the Community College.

### 3.24 School Calendar Year

The School Calendar Year is defined as set forth in the Teachers' Agreement.

- (1) The work year of a school Administrator employed a calendar year is defined as the fiscal year of the School District.
- (2) The work year of an Administrator working a school year is defined as beginning one week before the official opening of school and ending one week after the official closing of the school year as provided in the School Calendar Year.
- (3) The work year of all other Administrators shall be agreed upon by the Administrator and the appropriate Assistant Superintendent.

### 3.25 Emergency Closing Announcements

Every effort will be made to communicate announcements of emergency school closings to appropriate radio stations as early in the morning as possible. Stations CKLW, WJR, and WWJ will be given first priority; additional radio and television stations will also be called as time and circumstances permit.

### 3.26 Assaults

Upon request of any administrator who has suffered an assault in connection with his or her employment, the Board attorney will advise such administrator of his/or her rights under the law.

Time lost or absences resulting from assault while performing any duties including extra-curricular, night school and summer school, are not to be charged against sick leave although the administrator's regular gross earnings will be maintained until the administrator is able to perform his duties, provided that the assault has been duly reported under existing procedures and the administrator is under the care of a physician.

### 3.27 Field Trips

It is agreed that field trips are an integral part of the learning process. Accordingly, the Board agrees to provide, whenever possible which shall include but shall not be limited to the availability of funds, gasoline, buses, drivers, and any and all other necessary resources, for those field trips that the Administration determines to be educationally sound. Priority

will be given to those field trips that are required by the State code, i.e., special education, etc.

**3.28 Parent-Assistant Superintendent-Administrator Conferences**

In cases where a conference between parent, and administrator other than principal is to be held concerning a parent complaint against the administrator, the principal will consult with the administrator in private prior to the conference to advise him or her of the problem.

In the event of a conference being held due to a parent complaint against a principal, the assistant superintendent will consult with the principal in private prior to the conference to advise him or her of the problem, and keep the principal advised of efforts to resolve the complaint.

**3.29 Property Loss**

Administrators shall not be held responsible for loss of property when such loss is not the fault of the administrator.

**3.30 Non-Applicability of Prior Document**

The conditions of Employment dated July 1, 1963 as revised August 17, 1965 no longer apply to members of the bargaining unit.

## IV LEAVES

### 4.1 Sabbatical Leave

#### (1) Authorization

Sabbatical Leave of Absence may be granted to members of the bargaining unit. The granting of such leave is subject to approval by the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

The rules and regulations of the Highland Park Sabbatical Leave Program are authorized by and shall be interpreted in accordance with, Section 572 of the School Code of 1955 (M.S.A. Sec. 15.3572) and any amendments thereto.

#### (2) Eligibility and Qualifications

Any member of the bargaining unit who meets the qualifications shall be eligible to apply for Sabbatical Leave under the following conditions and requirements:

- (a) Applicant must hold a Life or Permanent Certificate and must be on an administrative contract.
- (b) Applicant must have seven (7) consecutive years of service as a full time employee in the Highland Park Public School System. Absence from service in the district for a period of not more than one year under a Leave of Absence Without Pay, granted by the Board of Education for professional improvement or restoration of health shall not be deemed a break in the continuity of service required by this section but shall not be included as a year of service in computing the seven consecutive years.
- (c) Subsequent Sabbatical Leaves may be authorized after eligibility has been reestablished by service or an addi-

tional seven (7) consecutive years of service as a full time employee.

- (d) A maximum of two (2) per cent of the total bargaining unit may be granted Sabbatical Leave each year. Insofar as possible leaves shall be granted in proportionate distribution among the various administrative divisions or departments of the professional staff, not more than a ratio of 1 to 10 major fraction thereof in a division or department may be granted Sabbatical Leave in any one semester.

For the purpose of interpretation of the procedure the term "division" shall mean administrative unit. The term "department" shall mean the commonly defined system-wide departments and those found in the High School and College.

If at any time the number of applicants eligible and requesting Sabbatical Leave exceeds two (2) per cent of the bargaining unit, there shall be a list of applicants established indicating those administrators who have highest priority, which shall be determined in other sections of this document, the number of applicants not to exceed two (2) per cent, and the remaining number of applicants shall be placed on an alternate list in an order of priority.

- (e) A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
- (f) As a condition to receiving final approval for a Sabbatical Leave, a staff member shall file with the Secretary of the Board of Education, a written agreement stipulating that he will remain in the service of the Highland Park School System for a period of one (1) year following the expiration of said leave. (See following sections for conditions governing default of this agreement).

(3) Purposes of Sabbatical Leave

Sabbatical Leave is granted to bargaining unit members to enable them to improve their abilities and increase their value to this school district. Such improvement is usually achieved by formal study, research and/or writing. Applications for Sabbatical Leaves for other types of activities (including travel) will be considered on their merits and may be approved by the Board of Education upon the recommendation of the superintendent.

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

- (a) For formal Study -- A plan of work shall be outlined which will qualify the applicant for a higher credential in his profession, or which will include a program of recognized courses intended to improve the present or prospective service of the applicant in his profession.
- (b) For Research and/or Writing -- The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.
- (c) For Other Reasons -- A plan shall be submitted stating the professional objectives which are to be achieved through the opportunities afforded by the leave, and also stating the expected value to the school system. It is understood that travel is included among the authorized purposes of Sabbatical Leave where such travel meets all other requirements for Sabbatical Leave.

(4) Application Requirements and Procedures

Applications for Sabbatical Leave must be filed with the Superintendent of Schools. The due date of such applications shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent

shall inform the applicant in writing that the request is granted or rejected, within sixty (60) days after the due date for filing the application.

The following additional conditions and procedures shall control with reference to application for Sabbatical Leave:

- (a) In recommending approval of an application the Superintendent shall consider the following factors:
  - 1. Date of filing application.
  - 2. Purpose of the leave.
  - 3. Seniority in the school system.
  - 4. Professional growth of the staff member in relation to the purposes of the leave.
  - 5. Potential benefit to the school system if the purposes of the leave are achieved.
  - 6. Other factors deemed important.
- (b) Approval of a Sabbatical Leave by the Board of Education will be contingent upon securing an employee qualified to assume the applicant's duties.
- (c) Within sixty (60) days following approval but not later than June 30 for leaves beginning with the first semester and January 1, for leaves beginning with the second semester, the individual who has been granted a Sabbatical Leave must indicate his acceptance or rejection of the leave requested. A Sabbatical Leave once accepted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
- (d) An administrator who has been granted a Sabbatical Leave will execute a contract, substantially similar to the form in use during the 1967-68 school year, in which the administrator agrees to comply with the requirements for

Sabbatical Leave and agrees to return to the Highland Park system for at least one year or repay all salary paid to the administrator during the Sabbatical Leave.

(5) Requirements and Status While on Sabbatical Leave

(a) Financial

1. Compensation for a staff member on a Sabbatical Leave shall be full pay for a one semester leave and one-half pay for a two semester leave, at a rate determined by the individual's placement on the basic salary schedule. Staff members who are recipients of grants, or other assistance shall file a statement of such financial assistance, exclusive of allowances for travel, lodging and food, prior to the beginning of the Sabbatical Leave. Compensation paid by the Board of Education may be adjusted so that the combined incomes shall not exceed the amount that would have been paid to the employee had he remained in full status with the Board of Education. The Superintendent may recommend a deviation from this policy in unusual situations.
2. Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Business Office informed of his address at all times.
3. For salary schedule purposes only a term of Sabbatical Leave shall be considered as experience when computing salary at the beginning of the next full year of school following his return to service in the system.

4. The regular sick leave policy shall apply to an employee on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.
5. A Sabbatical Leave granted to a member of the bargaining unit shall also operate as a leave of absence without pay from all other school activities.

(b) Reports Required While on Sabbatical Leave

An employee on Sabbatical Leave shall report to the Superintendent as follows:

1. The employee shall immediately request approval from the Superintendent for any substantial changes in the planned program of the leave as outlined in the approved application.
2. An interim report shall be filed at the midpoint of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
3. A final report shall be filed with the Superintendent in accordance with the provisions as stated in section (6) (c).
4. The Superintendent may require, and the employee shall promptly furnish such additional reports as the Superintendent deems necessary for reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.

(6) Requirements and Status Upon Return from Sabbatical Leave

- (a) At the expiration of a Sabbatical Leave the employee shall be restored to his position or to a position of like nature, seniority, status and pay; provided, that the employee remains eligible for reinstatement under other provisions of this Agreement.
- (b) If an employee does not remain in the Highland Park School System for one (1) year immediately following his Sabbatical Leave, he shall within two (2) years repay the Board of Education the amount of money received from the Board of Education during the Sabbatical Leave period. This rule does not apply in cases wherein the person becomes incapacitated, or in cases wherein the rule is waived by the Board of Education.
- (c) Each employee returning from Sabbatical Leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again resumes active service. The report shall include the names of the institutions attended, courses pursued, transcript of credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee shall not be considered as having completed the obligations of the Sabbatical Leave until his final report has been received by the Superintendent.

4.2 Personal Leave of Absence Without Pay

- (1) Any person who has been employed by the Board of Education for a minimum period of three (3) consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for one-half (1/2) of a work year or for a

maximum of one (1) full work year. Applications for Personal Leave of Absence must be submitted by March 1 for leaves beginning the first half of a work year, and by October 15 for leaves beginning the second half of a work year. Such leaves are not to be counted as credit toward steps on any salary schedule.

- (2) Personal Leave of absence will not be granted immediately following a Sabbatical Leave. A personal leave may be requested after one year of service has been completed following the Sabbatical Leave.
- (3) If, at the expiration of the personal leave, a person wishes to resume employment with the School District, it shall be his responsibility to initiate a request on or before the above dates, as listed in paragraph 4.2 (1), of the year preceding the expected resumption of employment. The failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

If request for resumption of employment at the beginning of a school year is submitted by the preceding March 1, the administrator will be returned at the beginning of such school year to a position in the School District for which the administrator is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding October 15, the administrator will be returned at the beginning of such second semester to a position in the School District for which the administrator is qualified if a vacancy in such a position then exists; if no such vacancy then exists, the administrator will be returned at the beginning of the ensuing school year to a position in the School District for which the administrator is qualified.

#### 4.3 Maternity Leave of Absence

- (1) The Board of Education shall grant a leave of absence without pay for maternity leave upon written request for such leave by the administrator and certification of pregnancy by the administrator's physician. Such leave will be counted toward steps on any salary schedule.

- (2) The administrator shall notify the administrator in charge of Personnel by a written statement from her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the administrator can continue full employment in her position without either
  - (a) danger to the administrator's health or that of the child, or
  - (b) impairment in any way of the administrator's ability to perform her duties.
- (3) The effective date of separation for maternity reasons shall be the date specified by the administrator's physician as described in sub-section (2) above.
- (4) Within two weeks after delivery, the administrator shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the administrator herself is concerned, and without respect to any aspect of care and feeding of the child, the administrator is able to resume full time employment in her position without danger to the administrator's health and without impairment in any way of the administrator's ability to perform her duties.
- (5) The date of resumption of employment in her position shall be the date specified by the administrator's physician as described in sub-section (4) above.
- (6) The administrator may apply up to 20 days of sick leave to her maternity leave, provided this number does not exceed the number of sick leave days to which she is entitled when her maternity leave begins.
- (7) The Board reserves the right, at its option and expense, to have the administrator examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section (4) above. The administrator will make herself

available for such examination and will cooperate in furnishing any necessary information in connect therewith. The Board-designated physician will provide the Board and the administrator with a statement specifying the same information as that required from the administrator's physician as described in sub-section (4) above. In the event of conflict between the statement of the two physicians, the statement of the Board-designated physician shall control.

- (8) Any administrator who fails to comply with any of the foregoing requirements shall lose her right to apply sick leave to her maternity leave (see sub-section (6) above), and if sick leave pay has already been paid, shall repay the amount of such sick leave pay.

#### 4.4 Child Care Leave of Absence

- (1) The Board of Education shall grant a leave of absence without pay for care of an administrator's new-born child upon written request for such leave by the administrator, and certification of the birth by the administrator's physician. Such leaves will not be counted as credit toward steps on any salary schedule.
- (2) The request for child care leave shall be submitted at the same time as the request for maternity leave described in Section 4.3 above. The child care leave will begin at the date for expiration of maternity leave as described in Section 4.3 (4) above, and will end, at the administrator's option, at the beginning of either the first or second school year following expiration of the maternity leave, and at no other time.

#### Examples:

- (a) Child born April 1, 1973. Maternity leave expires April 15, 1973. Child care leaves expires at administrator's option, either at beginning of 1973-74 school year or at beginning of 1974-75 school year.
- (b) Child born October 15, 1973. Maternity leave expires November 7, 1973. Child care leave expires, at administrator's

option, either at beginning of 1974-75 school year or at beginning of 1975-76 school year.

The administrator shall specify her election as to the ending date of child care leave in her application for such leave. Such election may not thereafter be changed without written consent of the Superintendent.

- (3) Upon expiration of child care leave, the administrator will be returned to a position in the school district for which she is qualified, at the salary schedule step for which she is eligible when she left on maternity leave; provided, however, that an administrator who completes five months of administration during the school year in which maternity leave is granted will be credited with an increment on the salary schedule.

#### 4.5 Military Leave of Absence

- (1) Military Leave of Absence shall be allowed in cases where an employee is drafted or where he may volunteer in anticipation of the draft, or is recalled to active duty. Such Military Leave, after an employee has been employed in the schools of Highland Park, shall count toward all salary schedule steps and retirement benefits.
- (2) Any regular employee of the Highland Park Schools who may enlist, or be drafted, or be recalled into the defense forces of the United States for service or training, shall make application in writing for military leave; and shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule then in effect, supported by competent written proof that said applicant is fully qualified to perform the duties of said position. Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

#### 4.6 Personal Business Leave

- (1) A staff member will be allowed absence with pay, totaling not more than five (5) days within each school year, for personal or

private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours.

- (2) Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following vacation period.
- (3) All requests for personal business leave shall be in writing, shall state the circumstances, and shall be initiated with the Superintendent or College President or designee. Except in cases where extreme emergency circumstances prevent, approval of an administrator's request for personal business leave must be obtained from the Personnel Director in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the administrator shall have a right to appeal directly to the Personnel Director and/or Superintendent for final approval or disapproval.
- (4) In unusual cases involving particularly private or confidential circumstances, the Personnel Director may act on the basis of a verbal rather than a written statement of the circumstances. However, the request for personal business leave shall be in writing.
- (5) Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence.

#### 4.7 Family Leave

Leave with pay, for not more than five (5) days within each school year, may be allowed for illness or death in an employee's immediate family. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Immediate family includes, wife (or husband), children, father, mother, brother, sister, father-in-law, mother-in-law of the employee. The Superintendent may extend this definition upon application for such extension in unusual cases.

#### 4.8 Sick Leave -- Personal Illness

The purpose of Sick Leave is to provide the benefit of income protection for a limited time to the employee who is forced to lose time from work because of illness or other physical incapacity.

Policies governing the use of Sick Leave are intended to protect the interest of each employee as an individual, of all employees as a group, and the School District.

Sick Leave privileges shall provide for allowing absence with full pay when a staff member is not able to carry on his regular duties because of personal illness or disability.

The Board, at its own expense, shall have the right and opportunity to have an examination made of the person whose injury or sickness is the basis of the claim when and as often as it may reasonably require during the pendency of a claim for injury or sickness. If upon such examination it appears the person is not sick, then all sick leave for such person shall terminate forthwith.

- (1) At the time of initial employment, each individual shall have ten (10) days of sick leave privilege to be used as necessary during that budget year or school year. If the time of initial employment is other than the beginning of a budget or school year, the sick leave privilege will be prorated in terms of the time remaining in the school year.
- (2) After one (1) year and through the fifth (5th) year of continuous service in the Highland Park Schools, a member of the staff shall have a total of forty (40) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.
- (3) After five (5) years of continuous service in the Highland Park Schools and each year through the tenth (10th) year of such

employment, a member of the staff shall have a total of seventy (70) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.

- (4) After ten (10) or more years of continuous service in the Highland Park Schools, a member of the staff shall have a total of one hundred (100) days of sick leave available at the beginning of each budget or school year, except as hereinafter provided.
- (5) If a person is unable to resume his assigned duties after his sick leave entitlement expires, he shall be placed on leave without pay and may continue on such leave for a period not to exceed one year.

If at the end of one year on such leave without pay, he is unable to resume his assigned duties, his employment will terminate. However, if at some later time, the person is deemed able to resume employment, he will rank first for consideration among candidates for any position for which he is qualified and, upon reemployment, shall receive rights and benefits commensurate with those available to him at the time of his incapacitation.

Under provisions of (2), (3) and (4) above, if, at some time during the year in which he is on leave without pay, he is deemed able to resume his assigned duties, he will, for the remainder of the half work year in which he resumes his assigned duties, be entitled to ten days of sick leave and, at the beginning of the next half work year, he again will have available the full sick leave to which his years of service entitle him.

- (6) It shall be the prerogative of the Board of Education to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement of any employee whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.
- (7) An employee will not be permitted to return to his assignment without permission of the Superintendent if it is necessary for him to

use crutches, or if portions of his body are encumbered by bandages or in slings, or if the condition of his body is such as to be deemed hazardous to his personal welfare and safety.

- (8) A person who concludes a work year on sick leave and who is unable to resume his assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous work year.
- (9) An employee who has been absent ten (10) or more consecutive work days because of illness shall, upon his return and before resuming his assigned duties, furnish to the administrator in charge of personnel a certification of fitness to resume his normal duties. Such certification shall be signed by a competent physician of the employee's own choice, shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his assigned duties.
- (10) Exceptions to any provision defined under the preceding sections may be made in any individual case only with the specific and express approval of the Board of Education.
- (11) Workmen's Compensation -- An employee sustaining injury or occupational disease arising out of and in the course of employment by the Board of Education shall be continued on the payroll to the extent of his sick leave reserve; provided that where he receives income under the Michigan Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve.

#### 4.9 Leave to Teach in Foreign Country (including Exchange Teaching)

- (1) Any administrator who has been employed by the Board for a minimum period of three (3) consecutive years may, on written request be allowed a leave, without pay, for the purpose of teaching in a foreign country, provided an adequate replacement can be found. Such leave may be for one semester

or for a maximum of one school year at the recommendation of the Superintendent and approval by the Board of Education. Applications must be submitted to the Personnel Director by May 1 for leaves beginning the first semester and by December 1 for leaves beginning the second semester. Such leaves will be counted as credit toward steps on the salary schedule. No more than three (3) such leaves may be in effect at any one time. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extension shall not be subject to the grievance procedure.

- (2) If, at the expiration of such leave, the administrator wishes to resume employment with the School District, it shall be his responsibility to initiate a request to the Personnel Director on or before May 1 or the leave year for resumption of employment at the beginning of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the administrator will be returned at the beginning of such school year to a position in the School District for which the administrator is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the administrator will be returned at the beginning of such second semester to a position in the School District for which the administrator is qualified if a vacancy in such a position then exists; if no such vacancy exists, the administrator will be returned at the beginning of the ensuing school year to a position in the School District for which the administrator is qualified.

#### 4.10 Leave to Serve Professional Organization

- (1) Any administrator who has been employed by the Board for a minimum period of three (3) consecutive years may, on written request, be allowed a leave without pay, for the purpose of serving as a full-time officer or employee of a professional organization at the local, state or national level, provided

an adequate replacement can be found. Such leave may be for one semester or for a maximum of one school year. Applications must be submitted by May for leave beginning the first semester and by December 1 for leaves beginning the second semester. No more than four (4) such leaves may be in effect for any professional organization in any one year. Extensions may be granted at the sole discretion of the Board, it being understood that refusal of extensions shall not be subject to the grievance procedure.

- (2) If at the expiration of such leave, the administrator wishes to resume employment with the School District, it shall be his responsibility to initiate a request to the Personnel Director on or before May 1 of the year for resumption of employment at the beginning of the fall semester and or before December 1 of the leave semester for resumption of employment at the beginning of the second semester. Failure to initiate such a request by these dates will indicate a lack of intent to resume employment with the School District. Upon return, the administrator shall be placed on the salary schedule step for which he was eligible when he left for said leave.

If request for resumption of employment at the beginning of a school year is submitted by the preceding May 1, the administrator will be returned at the beginning of such school year to a position in the School District for which the administrator is qualified. If request for resumption of employment at the beginning of a second semester is submitted by the preceding December 1, the administrator will be returned at the beginning of such second semester to a position in the School District for which the administrator is qualified if a vacancy in such a position then exists; if no such vacancy then exists, the administrator will be returned at the beginning of the ensuing school year to a position in the School District for which the administrator is qualified.

#### **4.11 Leave to Attend Association Conventions or Major Association Meetings**

Association officers and Executive Board members shall be entitled as a group to receive a total

of not more than fifteen (15) days of leave during the school year, without expense compensation, to attend Association conventions or major Association meetings. Applications shall be made at least three (3) days in advance to permit proper arrangements for substitutes. In emergency situations leave may be granted on shorter notice provided an adequate substitute can be obtained. The Association will reimburse the Board of any such leave days on the basis of the daily salaries of the administrators involved.

#### 4.12 Vacation Holidays

- (1) Administrators employed on a calendar-year contract shall accrue twenty-five (25) days of vacation each year, except that during their first year of hire, they shall accrue a prorated share of vacation days based on the period between their date of hire and the end of the fiscal year.
- (2) Vacation days are accrued as of June 30 of the then-current fiscal year.
- (3) Vacation days shall be taken in the fiscal year following that in which they were earned, and shall not be accumulated. Vacation days shall be taken in the following manner:
  - (a) At least five (5) of the vacation days must be taken during either the Christmas or Easter vacation period;
  - (b) All other vacation days must be scheduled with the approval of the Superintendent; and,
  - (c) Should an Administrator or President of the College be denied the right to take his/her vacation, as stated above, and this denial resulted from the Superintendent's non-approval of his/her request, then the Administrator shall be entitled to be compensated at his/her salary rate for all vacation days unused as a result of said denial.
- (4) Should employment of any member of the bargaining unit eligible for vacation days be terminated, then that member shall be compensated at his/her salary rate for all

vacation days accrued pursuant to paragraphs (1) and (2) above or unused pursuant to paragraph (3) (c) above.

- (5) Any Administrator having been employed with the District more than one (1) calendar year, and his/her employment with the District is terminated during, but after the first six (6) months of the Calendar year, he/she shall be compensated at his/her salary rate for twelve and one-half (12 1/2) vacation days in addition to compensation provided for in paragraph (4) above.
- (6) A school-year Administrator shall be entitled to all holidays as specified in the school calendar adopted by the District for each fiscal year.
- (7) All other Administrators shall be entitled to holidays adopted by the District for each fiscal year.

## V. COMMUNITY COLLEGE

Highland Park Community College is part of the total educational program maintained by the School District of the City of Highland Park. It is distinguished from the remainder of the P-14 organization by the metropolitan composition of its student population, by its close relationships to other institutions of higher education, to business and industry, and by the higher level of instruction maintained there. These distinguishing features warrant certain considerations.

### 5.1 Separation of College From School System

The Board agrees to use its best efforts to protect the interest of Highland Park Community College administrators in the event of a merger with another Community College.

### 5.2 Book Store Purchases

All administrators shall be able to purchase from the College Book Store at cost textbooks and supplies normally stocked by the College Book Store and not regularly provided by the Board of Trustees.

### 5.3 Tuition Waiver

All full time contractual members of the bargaining unit and their spouses and children shall be allowed to take courses at the College for credit without payment of tuition. Such person shall not be counted in determining the minimum number of students required to warrant conducting a class.

## VI. SUMMER SCHOOL ADMINISTRATORS

### 6.1 Procedure for Selecting Summer School Administrators

- (1) Administrative vacancies for Summer School shall be posted by the Personnel Office as soon as they are known.
- (2) It is understood that employment to administer a summer school program is wholly dependent upon need, as determined by availability of funds and enrollment of students. No commitment can be made until need is determined.
- (3) All interested applicants are to make written application to the Office of Personnel.
- (4) A list of all available and qualified applicants will be prepared by the Personnel Administrator and submitted by him to the Superintendent for his approval.
- (5) A copy of the approved list will be available in the Personnel Office for inspection by the President of the Association.
- (6) Summer school administrator shall be assigned by the Office of Personnel with the following guidelines:
  - (a) The principal of the school, if he/she desires, shall be given first priority.
  - (b) The principal, if he/she does not choose to be the administrator, may recommend, subject to the approval of the Office of Personnel, from the following personnel at his school, in the following order:

Assistant Principal
  - (c) If the administrator's position cannot be filled from local school personnel, the Office of Personnel will identify and assign an administrator from another unit, drawing from the administrative applicants in the following order:

1. Building Principals
2. Assistant Principals
3. School Community Coordinators
4. System-Wide Coordinators
5. Project Directors not on assignment.

(7) It is understood that from time to time certain summer school programs may have peculiar and special demands and guidelines requiring a particular type of administration, such as Federal or Special Projects. In this case, the Central Office reserves the right to fill such positions in keeping with the demands and guidelines.

## VII GRIEVANCE PROCEDURE

### 7.1 Definition

A grievance is a complaint by an Association member or by the Association in its own behalf concerning:

1. Any alleged violation of this Agreement, or
2. Any disciplinary action.

### 7.2 Procedures

All grievances shall be handled by the following procedure:

The administrator shall first meet with his/her immediate superior, if that superior is outside the bargaining unit, in an attempt to solve the grievance informally. If the grievance is not filed within six (6) months of the alleged occurrence, then it shall be barred.

**STEP 1.** If there is no superior outside the bargaining unit with whom the administrator can informally discuss the grievance, he then must reduce the grievance to writing, clearly stating the claimed basis of the grievance and submit it to the Administrator in Charge of Personnel, P-12, or Community College, who will meet with the grievant individually, or accompanied by an Association representative, within 5 working days in an attempt to resolve the grievance.

Within 10 days after the hearing with the Administrator in Charge of Personnel, he shall communicate his decision in writing to the person, or persons who presented the grievance and to the Association, if the grievance was presented by the administrator alone.

**STEP 2.** Within ten (10) school days after the delivery of the Personnel Administrator's decision, the grievance may be appealed to the Superintendent or Community College President, by the person or persons who presented the grievance at Step 1, or by the Association alone and the administrator did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 1.

Within ten (10) school days after the delivery of the appeal, the Superintendent or Community College President, shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 1, and to the association if the grievance was presented at Step 1 by the administrator alone. As a part of his investigation the Superintendent or College President shall give opportunity to be heard to the aggrieved administrator and also (except where the grievance is presented at Step 1 by the administrator alone) to the President of the Association or his designee.

**STEP 3.** Within ten (10) school days after delivery of the decision of the Superintendent or the Community College President the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 1, or by the Association if the grievance was presented at Step 1 by the administrator alone and the administrator did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within twenty (20) school days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved administrator and also (except where the grievance is presented at Step 2 by the administrator alone), to the Association. The Board shall deliver its decision in writing, together with the supporting reasons, within ten (10) school days after the hearing, to the person or persons who presented the grievance at Step 2, and to the Association if the grievance was presented at Step 2 by the administrator alone.

**STEP 4.** Within ten (10) school days after delivery of the Board's decision, the grievance may be appealed to arbitration by the Association. In matters involving wages, discharges and suspensions, the decision shall be binding. In all other matters, the decision shall be advisory only. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The arbitrator shall confine his opinion to the sole question whether or not there has been violation of this Agreement or whether any disciplinary action was unjust or improper. He

shall give no opinion with respect to any matter left by this Agreement or by the law to the discretion of the Board or administration.

**7.3 Time Limits**

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

**7.4 Legal Counsel**

Any party to a grievance shall have the right to representation by legal counsel at Step 3 and above; provided, however, that no administrator may be represented by counsel for any professional organization other than the Association. A representative from the Michigan Association of School Administrators may participate at Step 3 and above except where the administrator is proceeding individually.

**7.5 Notification to Association**

Compliance with the provisions set forth above concerning notification to the Association on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section 11 of the Public Employment Relations Act (Act 336 of 1947 as amended) which provides that the bargaining representative shall be given "opportunity to be present" at adjustments of such individually processed grievances.

**VIII RESERVATION OF RIGHTS**

The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan except as the same are expressly and specifically limited by this Agreement.

**IX NO STRIKE**

The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and all those whom it represents that the non-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

**X WAIVER**

(10.1) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(10.2) Further, the Board acknowledges that the Board's policy requiring residency of Administrators is opposed by the Association and in order to achieve an amicable resolution of differences of the parties hereto, the Board hereby revokes and rescinds any prior resolution requiring residency in the City of Highland Park as a condition of employment for Administrators of this School District.

However, the Board of Education will continue to use residency as a factor in considering administrative personnel for promotions, advancements, and new hires.

(10.3) That, effective July 1, 1975, the Board shall pay and contribute to the retirement fund, on behalf of each Administrator employed with the District, a sum equal to five (5) per cent of the gross earnings of said Administrator. Any monies collected from an Administrator by the Board, inconsistent with this sub-section, shall be refunded.

All members shall sign written contracts within thirty (30) days after ratification and acceptance of this Agreement. Failure of any member to sign a written contract shall constitute just cause for dismissal from his administrative position. There shall be three written contracts:

1. All presently employed, non-special funded project Administrators shall sign two (2) year contracts, Form #1.
2. All non-special funded project Administrators employed after this Agreement is accepted by the Board, shall be required to sign either a Form #1 contract or a probationary contract, Form #2. However, after two (2) years of employment, non-special funded project Administrators shall be required to sign Form #1 contracts.
3. All special funded project Administrators shall sign one (1) year contracts.

#### XI CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respects to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

BOARD OF EDUCATION, SCHOOL DISTRICT  
OF THE CITY OF HIGHLAND PARK

By *Luther T. Hart*  
Its President

BOARD OF EDUCATION, SCHOOL DISTRICT  
OF THE CITY OF HIGHLAND PARK

By *Alan C. Martin*  
Its Superintendent

and  
NEGOTIATING COMMITTEE:

*Ernest A. Hansen*  
*John R. Stoldt*  
   
 

HIGHLAND PARK ADMINISTRATORS'  
ASSOCIATION

By *Mable Kenyon*  
Its President

and  
NEGOTIATING COMMITTEE:

*Allen [unclear]*  
*Allen [unclear]*  
*Mary [unclear]*  
*[unclear]*

APPENDIX  
SALARIES 1986-1989  
ADMINISTRATORS CONTRACT

- I. 1986-87 Salary (Attached Schedule-A)
  - A. Schedule B
- II. 1987-88, 1988-89 Salary
  - A. Schedule C
- III. Sick Leave Plan
  - A. Same as Teachers'
  - B. Effective July, 1981
- IV. Life Insurance Increase
  - A. \$50,000 for death and \$50,000 for accidental death and dismemberment.
- V. Personal Property Loss Fund
  - A. Matching contribution \$500/\$500 (Union/Board)
  - B. Claims monitored by Union Executive Board; and Recommendation made to Superintendent or College President.
  - C. Superintendent or College President may veto for review of claims.
- VI. Professional membership up to \$150 paid by Board Annually.

HIGHLAND PARK ASSOCIATION OF SCHOOL ADMINISTRATORS

1986-87 SALARY SCHEDULE

- I. District Supervisors (Curriculum, Special Education/Special Projects, Adult/Continuing Education)  
College Deans (Occupational Education, Liberal Arts, Student Services, Evening School)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
42,281	43,508	44,774	46,075	47,414

- II. Director (Vocational Education; College: Nursing, Admissions, Economic Development, Placement)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
40,869	41,952	43,256	44,235	45,437

- III. a) Program Supervisor (K-12: Data Processing, IMC, Headstart; College: Financial Aid)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
37,864	39,307	40,749	41,952	43,152

- b) Program Supervisor (Headstart)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
35,040	36,000	36,963	37,924	39,006

- IV. Program Coordinators (K-12: Community Coordinator; College: Placement, Economic Development)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
31,536	32,498	33,459	34,421	38,009

- V. Principals

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
HS	42,271	43,352	44,434	45,516	46,598
MS	38,862	39,943	41,026	42,107	43,189
ES	35,524	38,706	39,788	40,869	41,952
ACE DAY,NIGHT	35,524	38,706	39,788	40,869	41,952

- VI. Assistant Principal

HS	36,615	37,576	38,538	39,499	40,461
MS	35,040	36,000	36,963	37,924	39,006
ES	34,096	35,057	36,018	36,981	38,303

Work Year

- Category I, II, IIIa: 52 week with 25 vacation days and 11 holidays  
 Category IV: Community Coordinator K-12: Teacher's work year + 4 weeks  
 Category V: K-12 Teachers work year + 2 weeks\* for MS and ES, K-12  
 Teachers work year + 4 weeks  
 Category VI and IIIb: K-12 Teachers work year + 2 weeks\*

Usually 1 week before and 1 week afterwards

HIGHLAND PARK ASSOCIATION OF SCHOOL ADMINISTRATORS

1987-88 SALARY SCHEDULE

- I. District Supervisors (Curriculum, Special Education/Special Projects, Adult/Continuing Education)  
College Deans (Occupational Education, Liberal Arts, Student Services, Evening School)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
46,086	47,424	48,803	50,221	51,681

- II. Director (Vocational Education; College: Nursing, Admissions, Economic Development, Placement)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
44,547	45,728	47,149	48,216	49,526

- III. a) Program Supervisor (K-12: Data Processing, IMC, Headstart; College: Financial Aid)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
41,272	42,845	44,416	45,728	47,036

- b) Program Supervisor (Headstart)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
38,194	39,240	40,290	41,337	42,517

- IV. Program Coordinators (K-12: Community Coordinator; College: Placement, Economic Development)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
34,374	35,423	36,470	37,519	41,430

- V. Principals

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
HS	46,075	47,254	48,433	49,612	50,792
MS	42,360	43,538	44,718	45,897	47,096
ES	38,721	42,190	43,369	44,547	45,728
ACE DAY,NIGHT	38,721	42,190	43,369	44,547	45,728

- VI. Assistant Principal

HS	39,910	40,958	42,006	43,054	44,102
MS	38,194	39,240	40,290	41,337	42,517
ES	37,165	38,260	39,260	40,309	41,750

**HIGHLAND PARK ASSOCIATION OF SCHOOL ADMININSTRATORS  
SALARY SCHEDULE 2000-01  
(6.0 % Raise)**

<b>I.</b>	<b>DISTRICT SUPERVISOR ADULT ED. &amp; CURR.</b>	<b>STEP 1 \$72,763</b>	<b>STEP 2 \$74,870</b>	<b>STEP 3 \$77,046</b>	<b>STEP 4 \$79,286</b>	<b>STEP 5 \$87,469</b>
<b>II.</b>	<b>DIR-SPECIAL ED.</b>	<b>\$70,330</b>	<b>\$72,191</b>	<b>\$74,436</b>	<b>\$76,120</b>	<b>\$80,292</b>
<b>III.A.</b>	<b>PROGRAM SUPERVISOR</b>	<b>\$65,157</b>	<b>\$67,642</b>	<b>\$70,120</b>	<b>\$72,191</b>	<b>\$74,256</b>
<b>III.B.</b>	<b>PROGRAM SUPERVISOR EARLY CHILDHOOD ED.</b>	<b>\$60,299</b>	<b>\$61,950</b>	<b>\$63,606</b>	<b>\$65,259</b>	<b>\$67,121</b>
<b>IV.</b>	<b>PERSONNEL PROGRAM COORD.</b>	<b>\$53,272</b>	<b>\$54,896</b>	<b>\$56,521</b>	<b>\$59,231</b>	<b>\$65,406</b>
<b>V.A.</b>	<b>PRINCIPAL-H.S.46 WKS.</b>					<b>\$85,176</b>
<b>V.B.</b>	<b>PRINCIPAL'S- FORD, BARBER, &amp; CORT- LAND-42, &amp; 44 WEEKS</b>	<b>\$71,406</b>	<b>\$73,231</b>	<b>\$74,879</b>	<b>\$76,887</b>	<b>\$80,186</b>
<b>V.C.</b>	<b>K-8 SCHOOLS AND ADULT EDUCATION</b>	<b>\$65,646</b>	<b>\$67,474</b>	<b>\$69,303</b>	<b>\$71,129</b>	<b>\$74,319</b>
<b>VI.</b>	<b>ASSISTANT PRINCIPALS</b>					
	<b>A. HIGH SCHOOL-42 WKS</b>	<b>\$61,851</b>	<b>\$63,475</b>	<b>\$65,099</b>	<b>\$66,723</b>	<b>\$69,626</b>
	<b>B. HIGH SCHOOL-44 WKS</b>	<b>\$64,797</b>	<b>\$66,497</b>	<b>\$68,198</b>	<b>\$69,901</b>	<b>\$72,942</b>
	<b>C. K-8 SCHOOLS AND ADULT EDUCATION</b>	<b>\$59,191</b>	<b>\$60,687</b>	<b>\$62,440</b>	<b>\$64,063</b>	<b>\$67,121</b>

**\$1,700 LONGEVITY PAY AVAILABLE TO EMPLOYEES WITH 10 YEARS SENIORITY  
\$2,200 LONGEVITY PAY AVAILABLE TO EMPLOYEES WITH 25 YEARS SENIORITY**

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
OFFICE OF CURRICULUM AND PLANNING

K-12 CALENDAR 1986-87

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Pupil Days</u>	
1	Aug. 25-29	4	3	Teacher's Report 8/25/86, Students report 8/27/86 Labor Day 9/1/86
2	Sept. 1- 5	4	4	
3	8-12	5	5	
4	15-19	5	5	
5	22-26	5	5	
6	29- 3	5	5	
7	Oct. 6-10	5	5	
8	13-17	5	5	
9	20-24	5	5	
10	27-31	5	5	
11	Nov. 3- 7	5	5	K-8 report cards 10/31/86
12	10-14	5	5	
13	17-21	5	5	
14	24-28	3	3	Thanksgiving 11/27-28/86
15	Dec. 1- 5	5	5	
16	8-12	5	5	
17	15-19	5	5	
18	22-26	0	0	Christmas Vacation
19	29- 2	0	0	Christmas Vacation
20	Jan. 5- 9	5	5	
21	12-16	5	5	
22	19-23	4	4	Martin L. King 1/19/87 K-8 report cards 1/23/87
23	26-30	5	5	
24	Feb. 2- 6	5	5	
25	9-13	5	5	
26	16-20	5	5	
27	23-27	0	0	Winter Break 2/23-27/87
28	Mar. 2- 6	5	5	
29	9-13	5	5	
30	16-20	5	5	
31	23-27	5	5	
32	Apr. 30- 3	5	5	K-8 report cards 4/3/87
33	6-10	5	5	
34	13-17	4	4	Good Friday 4/17/87
35	20-24	0	0	Spring Break
36	27- 1	5	5	
37	May 4- 8	5	5	
38	11-15	5	5	
39	18-22	5	5	
40	25-29	4	4	Memorial Day 5/25/87
41	June 1- 5	5	5	
42	8-12	5	4	
		<u>183</u>	<u>181</u>	

NOTE: 1/2 day Teacher Union Inservice to be scheduled on day where high school students not in regular classes.

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
OFFICE OF CURRICULUM AND PLANNING

K-12 CALENDAR 1987-88

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Pupil Days</u>	
1	Aug. 31- 4	4	3	Teacher's Report 8/31/87, Students Report 9/1/87
2	Sept. 7-11	4	4	Labor Day 9/7/87
3	14-18	5	5	
4	21-25	5	5	
5	28- 2	5	5	
6	Oct. 5-12	5	5	
7	12-16	5	5	
8	19-23	5	5	
9	26-30	5	5	
10	Nov. 2- 6	5	5	
11	9-13	5	5	K-8 report cards 11/13/87
12	16-20	5	5	
13	23-27	3	3	Thanksgiving 11/26-27/87
14	30- 4	5	5	
15	Dec. 7-11	5	5	
16	14-18	5	5	
17	21-25	0	0	Christmas Vacation
18	28- 1	0	0	Christmas Vacation
19	Jan. 4- 8	5	5	
20	11-15	5	5	
21	18-22	4	4	Martin L. King 1/18/88 K-8 reports cards 1/22/88
22	25-29	5	5	
23	Feb. 1- 5	5	5	
24	8-12	5	5	
25	15-19	5	5	
26	22-26	0	0	Winter Break 2/22-26/88
27	29- 4	5	5	
28	Mar. 7-11	5	5	
29	14-18	5	5	
30	21-25	5	5	
31	28- 1	4	4	Good Fridy 4/1/88 K-8 report cards 3/31/88
32	Apr. 4- 8	0	0	Spring Break
33	11-15	5	5	
34	18-22	5	5	
35	25-29	5	5	
36	May 2- 6	5	5	
37	9-13	5	5	
38	16-20	5	5	
39	23-27	5	5	
40	30- 3	4	4	Memorial Day 5/30/88
41	June 6-10	5	5	
42	13-17	5	4	
		<u>183</u>	<u>181</u>	

NOTE: 1/2 Teacher Union Inservice to be scheduled on day where high school students not in regular class.

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
OFFICE OF CURRICULUM AND PLANNING

K-12 CALENDAR 1988-89

<u>Week</u>	<u>Date</u>	<u>Teacher Days</u>	<u>Pupil Days</u>	
1	Aug. 29- 2	4	3	Teacher's Report 8/29/88
1	Sept. 5- 9	4	4	Students Report 8/30/88
2	12-16	5	5	Labor Day 9/5/88
3	19-23	5	5	
4	26-30	5	5	
5	Oct. 3- 7	5	5	
6	10-14	5	5	
7	17-21	5	5	
8	24-28	5	5	
9	31- 4	5	5	K-8 report cards 11/4/88
10	Nov. 7-11	5	5	
11	14-19	5	5	
12	21-25	3	3	Thanksgiving 11/24-25/88
13	28- 2	5	5	
14	Dec. 5- 8	5	5	
15	12-16	5	5	
16	19-23	2	2	Christmas Vacation 12/21-23/88
17	26-30	0	0	Christmas Vacation
18	Jan. 2- 6	3	3	Christmas Vacation 1/2-3/89
19	9-13	5	5	
20	16-20	4	4	Martin L. King 1/16/89
21	23-27	5	5	K-8 report cards 1/20/89
22	30- 3	5	5	
23	Feb. 6-10	5	5	
24	13-17	5	5	
25	20-24	0	0	Winter Break 2/20-24/89
26	27- 3	5	5	
27	Mar. 6-10	5	5	
28	13-17	5	5	
29	20-24	4	4	Good Friday 3/24/89
30	27-31	0	0	K-8 report cards 3/23/89
31	Apr. 3- 7	5	5	Spring Break
32	10-14	5	5	
33	17-21	5	5	
34	24-28	5	5	
35	May 1- 5	5	5	
36	8-12	5	5	
37	15-19	5	5	
38	22-26	5	5	
39	29- 2	4	4	Memorial Day 5/29/89
40	June 5- 9	5	5	
41	12-16	5	4	
		<u>183</u>	<u>181</u>	

NOTE: 1/2 Teacher Union Inservice to be scheduled on day where high school students not in regular class.

COMMUNITY COLLEGE CALENDAR

1986-87

FALL SEMESTER

August 18	Workshops, Conferences
August 19-22	Registration
August 23	Saturday classes begin
August 25	Classes begin
September 1	Labor day
September 2	Classes resume
October 7	Mid-semester grade forms to instructors
October 14	Mid-semester grades to division heads - 9 a.m.
November 15	Last day for students's withdrawal from class/college through Registrar's Office
November 27-30	Thanksgiving recess (no Saturday class)
December 1	Classes resume
December 2	Final grade forms to instructors
December 8-13	Final examinations
December 15-16	Conference and workshop days
December 17	Final grade forms due - 9 a.m.
December 19	End of semester

SPRING SEMESTER

January 5	Workshops, Conferences
January 6-9	Registration
January 10	Saturday classes begin
January 12	Classes begin
January 19	Holiday - Martin Luther King day
February 23-27	Winter Break
March 6	Mid-semester grade forms to instructors
March 13	Mid-semester grades to division heads - 9 a.m.
April 4	Last day for student's withdrawal from class/college through Registrar's Office
April 17-26	Easter Holidays - Spring recess
April 27	Classes resume
May 4	Final grade forms to instructors
May 11-16	Final examinations
May 18-19	Conference and workshop days
May 20	Final grade forms due - 9 a.m.
May 23	Commencement
May 23	End of semester

COMMUNITY COLLEGE CALENDAR

1987-88

SPRING SEMESTER

August 24	Workshops, Conferences
August 25-28	Registration
August 29	Saturday classes begin
August 31	Classes begin
September 7	Labor Day
September 8	Classes resume
October 13	Mid-semester grade forms to instructors
October 20	Mid-semester grades to division heads - 9 a.m.
November 21	Last day for student's withdrawal from class/college through Registrar's Office
November 26-28	Thanksgiving recess (no Saturday class)
November 30	Classes resume
December 8	Final grade forms to instructors
December 14-19	Final examinations
December 21-22	Conference and workshop days
December 23	Final grade forms due - 90 a.m.
December 23	End of semester

SPRING SEMESTER

January 4	Workshops, Conferences
January 5-8	Registration
January 9	Saturday classes begin
January 11	Classes begin
January 18	Holiday - Martin Luther King day
February 22-26	Winter Break
March 4	Mid-semester grade forms to instructors
March 11	Mid-semester grades to division heads - 9 a.m.
April 2	Last day for student's withdrawal from class/college through Registrar's Office
April 1-10	Easter Holidays - Spring recess
April 11	Classes resume
May 2	Final grade forms to instructors
May 9-14	Final examination
May 16-17	Conference and workshop days
May 18	Final grade forms due - 9 a.m.
May 21	Commencement
May 21	End of semester

COMMUNITY COLLEGE CALENDAR

1988-89

FALL SEMESTER

August 22	Workshops, Conferences
August 23-28	Registration
August 27	Saturday classes begin
August 29	Classes begin
September 5	Labor day
September 6	Classes resume
October 11	Mid-semester grade forms to instructors
October 18	Mid-semester grades to division heads - 9 a.m.
November 19	Last day for student's withdrawal from class/college through Registrar's Office
November 24-26	Thanksgiving recess (no Saturday class)
November 28	Classes resume
December 6	Final grade forms to instructors
December 12-17	Final examinations
December 19-20	Conference and workshop days
December 21	Final grade forms due - 9 a.m.
December 21	End of semester

SPRING SEMESTER

January 9	Workshops, Conferences
January 10-13	Registration
January 14	Saturday classes begin
January 16	Classes begin
January 17	Holiday- Martin Luther King day
February 20-24	Winter Break
March 10	Mid-semester grade forms to instructors
March 17	Mid-semester grades to division heads - 9 a.m.
March 24 - April 2	Easter Holidays - Spring recess
April 3	Classes resume
April 15	Last day for student's withdrawal from class/college through Registrar's Office
May 8	Final grade forms to instructors
May 15-20	Final examinations
May 22-23	Conference and workshop days
May 24	Final grade forms due - 9 a.m.
May 27	Commencement
May 27	End of semester

SCHOOL DISTRICT OF  
THE CITY OF HIGHLAND PARK  
Highland Park, Michigan 48203

March 30, 1979

LETTER OF AGREEMENT  
BETWEEN  
SCHOOL DISTRICT OF  
THE CITY OF HIGHLAND PARK  
AND  
THE HIGHLAND PARK ASSOCIATION OF  
SCHOOL ADMINISTRATORS

The parties acknowledge a dispute over the propriety of including "Administrative Assistants" in the Bargaining Unit. Further, notwithstanding extensive negotiations over this subject no agreement has been reached between the parties for including the positions in this Bargaining Unit.

Moreover, because the parties' positions are so diverse, there appears to be no reasonable likelihood that an agreement will be reached on this issue. Therefore, the matter cannot be solved at the bargaining table.

Consequently, it is hereby acknowledged that if there is a legal right to the inclusion of these positions in the current Bargaining Unit, that establishment of that right must result from proceedings before an appropriate third party (agency). The District, however, reaffirms its position that no such right exists, while acknowledging the converse position of the Unions.

FOR THE UNION

FOR THE SCHOOL DISTRICT

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APPENDIX

FORM #1

SCHOOL DISTRICT OF  
THE CITY OF HIGHLAND PARK

ADMINISTRATORS TWO-YEAR CONTRACT FORM

This CONTRACT is made the \_\_\_\_\_, 19\_\_\_\_, by and between the SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK, hereinafter called the "District" and \_\_\_\_\_, hereinafter called the "Administrator" as follows:

1. The District hereby employs \_\_\_\_\_ as an Administrator in the position of \_\_\_\_\_, as described in the official job classification for that position established by the Personnel Department of the District. It is mutually understood and agreed that the Administrator, in accordance with the provisions of this contract, the published policies of the Board of Education and Section 3.1(4) of the Administrators Master Agreement, is subject to assignment and/or reassignment by the Superintendent of Schools with the approval of the Board of Education.
2. The terms of this contract shall be for the period of two (2) fiscal years beginning July 1, 19\_\_\_\_. If the District shall not have given the Administrator written notice of the termination of this contract on or before December 31 of the second year of the two-year term, the term shall be extended for an additional two (2) years on each succeeding December 31 of the second year of each two-year term if the District shall not have given the Administrator written notice of termination of this contract on or before such December 31. If written notice given, then the employment relationship shall terminate on the following June 30. It is the purpose and intent of this clause to provide the Administrator with written notice of any termination of this contract at least six (6) months in advance of the termination date.
3. The Administrator may terminate this contract by giving the District thirty (30) days written notice of resignation, provided that after July 1 of any fiscal year no resignation intended to be effective prior to June 30 of such fiscal year will be accepted unless and/until a replacement, satisfactory to the District, has been secured. Upon receipt of resignation, the District will immediately take action to seek replacement.

4. The Administrator's salary for each fiscal year of the contract shall be a sum representing: (a) the Administrative Classification of the Administrator; and (b) the proper experience level as indicated in the approved Administrative Salary Schedule. The salary for the first year of this contract shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In addition, the Administrator shall participate in all fringe benefits provided in the Administrators Master Agreement.
5. This contract covers the services of the Administrator for the (school year) (fiscal year) as defined in the Administrators Master Agreement in each fiscal year of its term.
6. It is understood and agreed that the Administrator is not granted administrative tenure in his/her assigned administrative classification or position by virtue of this contract or otherwise, but is granted tenure as a teacher. The Administrator expressly settles any and all claims of administrative tenure, or right to administrative tenure, or right to administrative tenure, accruing before this date by reason of the non-existence of a written contract between the Administrator and the District by agreeing that the terms and conditions of this contract are good and adequate consideration for the withdrawal and abandonment of those claims to his/her prejudice thereafter.
7. The duties, rights and responsibilities hereunder shall terminate in the event of the Administrator's death.
8. This Agreement incorporates, by reference, the Administrators Master Agreement between the District and the Highland Park Association of School Administrators.
9. It is understood and agreed that this Agreement constitutes the entire Agreement between the parties hereto, and no representations, oral or otherwise, shall be binding upon either party unless contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above written.

District

\_\_\_\_\_  
Administrator

In the Presence of:

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SCHOOL DISTRICT OF THE CITY OF  
HIGHLAND PARK

By \_\_\_\_\_

Its \_\_\_\_\_  
\_\_\_\_\_

FORM #2

SCHOOL DISTRICT OF  
THE CITY OF HIGHLAND PARK

ADMINISTRATORS TWO-YEAR CONTRACT  
FORM # 2

(Probationary)

This CONTRACT is made this \_\_\_\_\_, 19\_\_\_\_,  
by and between the SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK,  
hereinafter called the "District" and \_\_\_\_\_  
hereinafter called the "Administrator" as follows:

1. The District hereby employs \_\_\_\_\_ as  
an Administrator in the position of \_\_\_\_\_.  
The duties and responsibilities of said position are as  
described in the official job classification for that  
position established by the personnel department of the  
District. It is mutually understood and agreed that the  
Administrator, in accordance with the provisions of this  
contract, the published policies of the Board of  
Education, is subject to assignment and/or reassignment  
by the Superintendent of Schools with the approval of  
the Board of Education.
2. The term of this contract shall be for the period of two  
(2) fiscal years beginning July 1, 19\_\_\_\_. The first  
year (12) months of employment with the District shall  
be deemed a probationary period. During the pro-  
bationary period, Administrator may be, without notice,  
reassigned, terminated, discharged, or demoted without  
just cause, and the remedies afforded under Section 7 of  
the Administrator's Master Agreement are not available  
to him/her to challenge such action. If the District  
shall not have given the Administrator written notice of  
the termination of this contract on or before December  
31 of the second year of the two-year term, then  
Administrator shall be offered Administrators Contract  
Form #1. If written notice of termination is given,  
then the employment relationship shall terminate on the  
following June 30. It is the purpose and intent of this  
clause to provide the Administrator with written notice  
of any terminating during the second year of this  
contract at least six (6) months in advance of the  
termination date.

3. The Administrator may terminate this contract by giving the District thirty (30) days written notice of resignation provided that after July 1 of any fiscal year no resignation intended to be effective prior to June 30 of such fiscal year will be accepted unless and/until a replacement satisfactory to the District has been secured. Upon receipt of resignation the District will immediately take action to seek replacement.
4. The Administrator's salary for each fiscal year of the contract shall be a sum representing: (a) the Administrative Classification of the Administrator; and (b) the proper experience level as indicated in the approved Administrative Salary Schedule. The salary for the first year of this contract shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In addition, the Administrator shall participate in all fringe benefits provided in the Administrators Master Agreement.
5. This contract covers the services of the Administrator for the (school year) (fiscal year) as defined in the Administrators Master Agreement in each fiscal year of its term.
6. It is understood and agreed that the Administrator is not granted administrative tenure in his/her assigned administrative classification or position by virtue of this contract or otherwise, but is granted tenure as a teacher. The Administrator expressly settles any and all claims of administrative tenure or right to administrative tenure accruing before this date by reason of the non-existence of a written contract between Administrator and District by agreeing that the terms and conditions of this contract are good and adequate consideration for the withdrawal and abandonment of those claims to his/her prejudice hereafter.
7. The duties, rights and responsibilities hereunder shall terminate in the event of the Administrator's death.
8. This Agreement incorporates by reference the Administrators Master Agreement between the District and the Highland Park Association of School Administrators.
9. It is understood and agreed that this Agreement constitutes the entire Agreement between the parties hereto, and no representations, oral or otherwise, shall be binding upon unless contained herein.

SCHOOL DISTRICT OF  
THE CITY OF HIGHLAND PARK

SPECIAL FUNDED ADMINISTRATORS  
ONE-YEAR CONTRACT FORM

This CONTRACT is made this \_\_\_\_\_, 19\_\_\_\_,  
by and between the SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK,  
hereinafter called the "District" and \_\_\_\_\_,  
hereinafter called the "Administrator" as follows:

1. The District hereby employs \_\_\_\_\_,  
\_\_\_\_\_ as a Special-Funded Administrator  
in the position of \_\_\_\_\_. The  
duties and responsibilities of said position are as  
described in the official job classification for that  
position established by the personnel department of the  
District. It is mutually understood and agreed that the  
Administrator, in accordance with the provisions of this  
contract, the published policies of the Board of  
Education, and Section 3.1 (4) of the Administrators  
Master Agreement, is subject to assignment and/or  
re-assignment by the Superintendent of Schools with the  
approval of the Board of Education.
2. The term of this contract shall be for the period of one  
(1) fiscal year beginning July 1, 19\_\_\_\_. If the  
District shall not have given the Administrator written  
notice of the termination of this contract on or before  
December 31 of the year of employment, the term shall be  
extended for an additional one (1) year and, similarly  
this contract shall be extended for successive one (1)  
year terms on each succeeding December 31, if the  
District shall not have given the Administrator written  
notice of termination of this contract on or before  
December 31. If written notice of termination is given,  
then the employment relationship shall terminate on the  
following June 30. It is the purpose and intent of this  
clause to provide the Administrator with written notice  
of any termination of this contract at least six (6)  
months in advance of the termination date.
3. The Administrator may terminate this contract by giving  
the District thirty (30) days written notice of resig-  
nation provided that after July 1 of any fiscal year no  
resignation intended to be effective prior to June 30 of  
such fiscal year will be accepted unless and/until a  
replacement satisfactory to the District has been  
secured. Upon receipt of resignation the District will  
immediately take action to seek replacement.

4. The Administrator's salary for each fiscal year of the contract shall be a sum representing: (a) the Administrative Classification of the Administrator; and (b) the proper experience level as indicated in the approved Administrative Salary Schedule. The salary for the first year of this contract shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In addition, the Administrator shall participate in all fringe benefits provided in the Administrators Master Agreement.
5. This contract covers the services of the Administrator for the (school year) (fiscal year) as defined in the Administrators Master Agreement in each fiscal year of its term.
6. It is understood and agreed that the Administrator is not granted administrative tenure in his/her assigned administrative classification or position by virtue of this contract or otherwise, but is granted tenure as a teacher. The Administrator expressly settles any and all claims of administrative tenure or right to administrative tenure accruing before this date by reason of the non-existence of a written contract between Administrator and District by agreeing that the terms and conditions of this contract are good and adequate consideration for the withdrawal and abandonment of those claims to his/her prejudice hereafter.
7. The duties, rights, and responsibilities hereunder shall terminate in the event of the Administrator's death.
8. This Agreement incorporates by reference the Administrators Master Agreement between the District and the Highland Park Association of School Administrators.
9. It is understood and agreed that this Agreement constitutes the entire Agreement between the parties hereto, and no representations, oral or otherwise, shall be binding upon unless contained herein.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date above written.

District

\_\_\_\_\_  
Administrator

In the Presence of:

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SCHOOL DISTRICT OF THE CITY OF  
HIGHLAND PARK

By \_\_\_\_\_

Its \_\_\_\_\_

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