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HARBOR BEACH EDUCATION ASSOCIATION AGREEMENT

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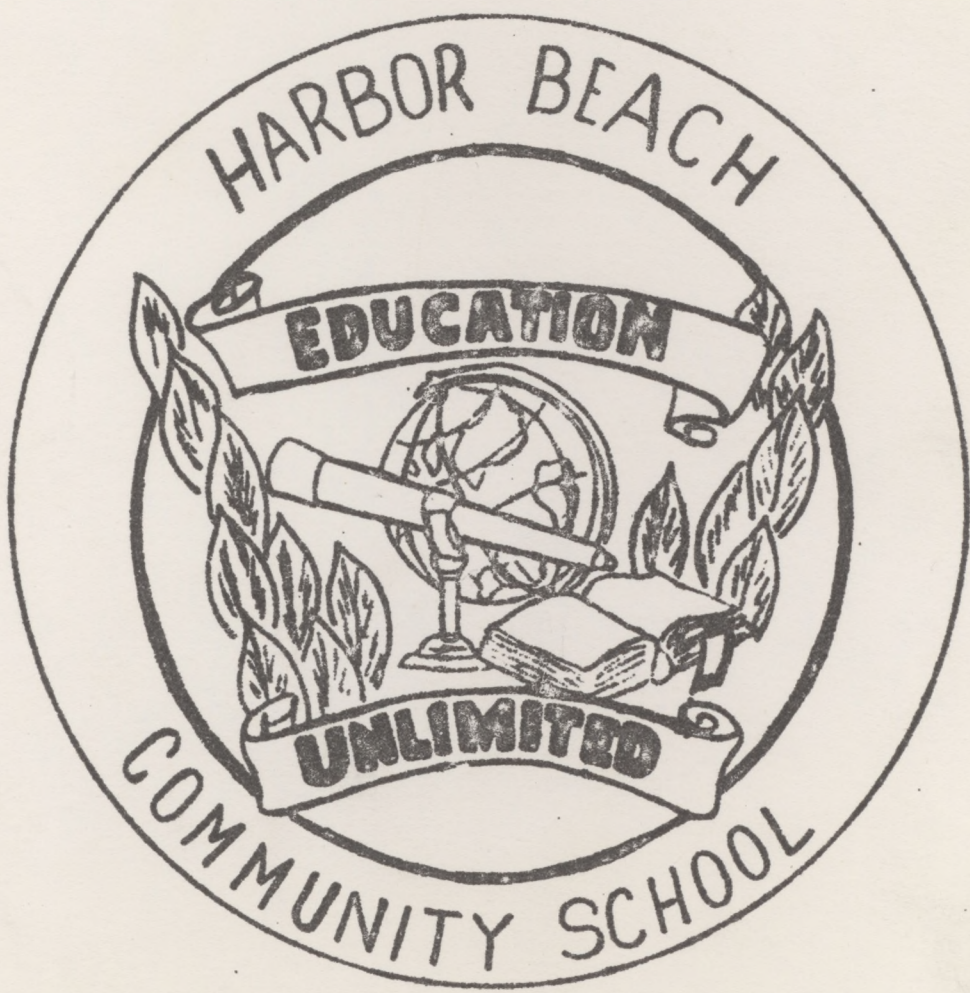
THE BOARD OF EDUCATION OF THE
HARBOR BEACH COMMUNITY SCHOOL

HARBOR BEACH, MICHIGAN

FOR THE 1972-73 SCHOOL YEAR

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Michigan State University

Harbor Beach Community School



EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this 1st day of July, 1972 by and between the Board of Education of the Harbor Beach Community School District, Harbor Beach, Michigan, hereinafter called the "Board", and the Harbor Beach Education Association, hereinafter called the "Association."

WITNESSETH

This agreement, made and entered, embodies the intent and purpose to promote and improve relations between the board, the administrators, and the teachers, and to set forth the conditions of employment to be observed between the parties of the Harbor Beach Community School District.

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ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, for the purpose of collective bargaining with respect to wages, hours and conditions of employment, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, school librarians, employed or to be employed by the Board (whether or not assigned to a public school building). The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

DEDUCTION FOR PROFESSIONAL DUES

Within ten days of the beginning of their employment hereunder teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers, and remitted not less frequently than monthly to the Association.

ARTICLE III

ADMINISTRATION OF THE SCHOOLS

The administration of the schools, the direction of the teachers and non-teaching personnel, including but not limited to the right to employ, discipline or discharge for proper cause, establish the curriculum, scheduling of teachers and students time, direction and evaluation of effectiveness of school activities, budgeting of available funds for the operation of the schools, control of the purchasing of supplies and equipment, and the administration of the policies of the Board of Education are vested in the school administration, as agents of the Board of Education, provided that such rights shall not be used in a discriminatory manner against any employee.

The foregoing is subject to the provisions of Public Act #379 and the specific provisions of this contract agreement.

ARTICLE IV
TEACHER RIGHTS

A. The Association and its members shall have the right to use the school building facilities for Association meetings. Scheduling of such meetings will be made through the Superintendent's Office at the beginning of the school year. The Association agrees that neither it nor any of its officers or members will engage in any Association meeting during normal teaching hours as defined in Section A of Article VII. Bulletin boards and other established media of communication shall be made available to Association and its members.

B. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, expected budgetary requirements, construction projects under consideration, major revisions of educational policy, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. Pertinent information which may be necessary for the Association to process specific grievances or complaints will be provided.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

ARTICLE V

TEACHERS EMPLOYMENT AND DUTIES

A. Each teacher agrees to perform the duties required of the teacher by law and to obey and fulfill the rules and regulations as set forth in the Teachers' Handbook established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.

B. Written notices of all vacancies in the bargaining unit will be posted in the office of the Superintendent, Elementary and High School offices, and a copy forwarded to the Association president. A teacher may apply for any vacancy in the bargaining unit at any time. Such application must be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer.

In filling a vacancy within the bargaining unit, the Board agrees to give consideration to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as the filling of such vacancies shall be final.

E. A teacher who is required on a school day to be engaged in negotiating procedures on behalf of the Association with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board or the administration shall be released from regular duties without loss of pay.

F. Absence for conventions, educational meetings, and other professional meetings shall be permitted without salary deduction for at least three (3) days per year provided the administration is notified and approves said meeting at least one week prior to the meeting date. Expenses for conventions and educational meetings shall be provided by the Board of Education.

G. Conference and Institute days, when schools are not in session, require attendance of the teachers at these events.

ARTICLE VII
TEACHING HOURS

A. The Teacher's normal teaching hours in the Elementary and Secondary Schools shall be as follows:

- (1) Teachers at assigned place of duty not later than 8:00 A.M.
- (2) Teachers shall leave school no earlier than 3:45 P.M.
unless permission is granted by principal.

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

C. In any instance where weather or other disaster causes the cancellation of classes in the entire district, teachers likewise shall be dismissed without deductions of salary or leave time; except where prior notice is given by the school administration that an in-service program will be provided for all staff employees. The administration will notify each employee of the in-service activity prior to 8:00 A.M. Where classes are cancelled in an individual school, teachers may be used as substitutes, carry out observation visits, or participate in in-service activities.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

50 min
week

A. All junior high school and senior high school teachers shall be granted at least ten (10) class periods for preparation per week. All elementary school teachers shall receive a minimum of 400 minutes preparation time per week. No departure from these standards shall be authorized without prior consultation with the individual teacher involved. In the event of any disagreement between the representative of the Board and the teacher as to the need and desirability of such deviation, the matter may be processed through the professional grievances negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, except temporarily for a maximum time of one semester, for good cause, nor without the teacher's voluntary written consent.

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

D. Extra preparation time for Team A and Team B leaders and department chairmen shall be provided. The amount of this time shall be arranged by agreement between the administration and the individual chairman with the job description of each chairman to be the determining criteria.

ARTICLE IX

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be reviewed and discussed with the administration and the teacher, and be based on the number of students the facilities will handle with best education and safety of the students as the prime consideration.

B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. Teachers will not be required to handle patrol duty, bus duty, or the duplicating of teaching materials where equipment is available.

C. The Board and the Association will contribute equally to a fund which will be used to purchase teacher reference material. This material will be available to all members of the staff, and will be located in a special section of the Instructional Learning Center in each building. Mutual agreement by Association and Administration will be made on all purchases provided by the fund. The amount of the contribution will be agreed upon no later than September 15 of each school year.

D. The Board shall provide:

1. A separate desk for each teacher in the district with a lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. At the beginning of each school year one laboratory coat will be issued to each teacher of shop and laboratory science. These coats will be maintained by the teacher to whom issued, and at the end of the year they are to be returned to the office of the principal.

ARTICLE X

LEAVE PAY

A. All full time employees shall receive ten days of sick leave per year. Unused days each year shall be accumulative to ninety days. In case of the return to duty of a teacher who has been absent for more than ten (10) days due to an extended illness, he must present a statement from his physician if requested.

All full time employees shall earn ten days of sick leave per year. An advanced credit of leave days shall be granted each teacher each year at the above rate. In the event a teacher leaves the school system during the school year and has used unearned advanced leave credit, a proportionate deduction, equal to the teacher's daily pay rate times the number of such days, shall be made from the teacher's final pay.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the remainder of his contract starting from the date of injury or illness with no subtraction of sick leave.

ARTICLE XI
LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond a period compensated under Article X shall be granted a leave of absence without pay up to one year. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position if available. The Board may require such teacher to receive approval from a physician chosen from a list of physicians designated by the Superintendent of Schools or the Board. The Board will pay cost of physical exams which are requested by the Board prior to return to work.

B. Leaves of absence with pay chargeable against the teacher's accumulated sick pay allowance shall be granted for the following reason:

1. Sick leave will apply to a sickness of the individual teacher. It will also apply to his immediate family when warranted in the opinion of the Administration. Immediate family is defined as: fathers, mothers, husbands, wives, sisters, brothers, individual's children, father-in-laws, and mother-in-laws.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five days per school year for a death in the immediate family.
2. Absence when a teacher is called for jury service.
3. Court appearance as a witness in any case connected with the teacher's employment in this school system

or whenever the teacher is subpoenaed to attend any proceeding when warranted by the administration, the Board would pay the difference between the teacher's salary and the court compensation.

4. Time necessary to take the selective service physical examination upon the approval of the administration.
5. The parties agree that there may be conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. Therefore, two days may be allowed for the purpose of conducting business which is impossible to transact during non-teaching hours. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency for the approval by the Superintendent or his designated representative. In such cases, the teacher will apply as soon as possible. This form must be filed with the building principal or immediate supervisor. The general reason shall be briefly explained on the form. The granting of such request will be in the order of receipt and limited to two (2) teachers in any one day. Leave shall not be granted for the first or last day of the school year nor on the first working days preceeding or following a vacation period or holiday. The following matters shall be appropriate reasons for granting business leave:

- a. Transaction of personal legal business (deeds, mortgages, titles) etc.
 - b. Moving
 - c. Religious holidays
 - d. Funerals of friends or relatives not specified in C 1.
 - e. Routine medical checkup (not related to a specific illness for self or immediate member of family when it cannot be arranged at any other time.
 - f. Stated matters of business not listed above, if approved by the Superintendent of Schools.
- D. The Board shall grant a leave of absence for maternity purposes without pay to any staff member who has been employed by the district for one semester. Women who become pregnant will be permitted to remain at work subject to the following conditions:
1. Notification to building principal will be made by the end of the third month of pregnancy.
 2. The employee's physician must approve monthly, with the proper form, after the fifth month of pregnancy that she is medically able to continue work on her normal job.
 3. Her performance on the job and attendance must continue to be satisfactory.
 4. No sick leave will be used for this type of leave. A maternity leave is limited to one school year plus the balance of the semester, if applicable, following the birth of the child, unless this leave is renewed at the discretion of the Board of Education. Return to work

will be requested by the teacher, in writing, to the Superintendent of Schools not later than the end of the time limit. This request will be accompanied by a physician's statement, furnished at no cost to the district, that the teacher is medically able to perform teaching duties. A teacher may return from this type of leave under the following conditions:

1. Return will be made only at the beginning of a semester, unless a staff vacancy occurs earlier and she is qualified to fill.
2. Other circumstances which warrant earlier re-employment may occur, and these will be considered as they occur.
3. She will be re-employed whether she is a probationary or tenure teacher, provided she signifies during the first week of the leave that she intends to return.

Employees with less than one semester service with the school district will be considered to have voluntarily resigned upon leaving the system for maternity reasons. If she is not on tenure, the probationary period will still be the same as for any other non-tenure teacher:

Only actual teaching time counts. A non-tenure teacher's re-employment after maternity leave will be guaranteed only for the balance of that year's probation. Whether she earns another year of probation, or tenure, will be governed by the same

rules that apply to any other probationary teacher.

E. The Board will allow Association representatives time off during the normal school year not to exceed ten (10) teacher days per year to attend Michigan, and/or National Education Association workshop, conference, conventions and other activities not covered by Article VI, Sec. F. Individual teachers granted such leave will be limited to five (5) working days. Expenses incurred by the Association representatives during the time off will not be paid by the Board. The Association further agrees to pay all substitutes for these days. The determination of the need for and the selection of substitutes required for the time off rests solely with the Administration. Such time off shall be granted upon written request at least one week prior to the actual time off and providing a qualified replacement can be obtained.

F. Teachers who are officers of the United Profession Association and its departments, or are appointed to its staff, may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the United Profession Association and its departments.

G. Military leaves of absence shall be granted to any teacher who shall serve with the Armed Forces of the United States for military duty. Teachers during first 24 months of military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system. Such credits will be awarded beyond 24 months only to those teachers who are required to stay in military service on a non-voluntary basis.

H. An unpaid leave-of-absence for advanced study may be requested for a limit of one school year, on or before February 1st of the preceding school year. Each request must be submitted to the Superintendent in writing, outlining a formal program of work which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant. Applications for this type of leave will be considered on their merits and may be approved by the Board of Education upon recommendation of the Superintendent. Teachers requesting such leave will be notified by April 1st of status of his leave.

Approval of a leave-of-absence for advanced study be contingent on the following conditions:

1. No more than one teacher in the district shall be granted leave at any one time.
2. Applicant must be a Tenure teacher, four (4) years of continuous teaching experience in the district, and the holder of a permanent Michigan Teaching Certificate.
3. A qualified certificated replacement must be available to assume the applicant's duties while on leave.
4. Must return to the school system for a minimum of one year after return from leave.
5. Re-employment will only be made at the beginning of the school year. Upon return from advanced study leave, the teacher shall be entitled to advance one increment on the

salary schedule providing all requirements of the leave policy have been fulfilled satisfactorily in the judgement of the Superintendent.

Staff member will not accrue any other benefits except increment credit while on leave and will be responsible for all other health or disability premiums due.

I. An employee may make a request in writing to the Superintendent of Schools and upon his approval be granted a leave of absence without pay for purpose not specified in the above leave of absence. This request must indicate the reason for the leave of absence and only will be honored if a qualified substitute teacher is available. In no case will more than one employee be granted such leave at one time.

ARTICLE XII
INSURANCE PROTECTION

A. The Board of Education will pay the cost of the current premium of the Super-Med M.E.A. Insurance plan for the teacher and his eligible dependents up to \$35.00 per month per teacher during the period September 1, 1972 to September 1, 1973. An average premium for all teachers will be calculated quarterly by the Board of Education and each teacher will pay by payroll deduction the difference between the average premium and such contribution by the Board.

B. Long Term Disability - The Board will pay a maximum of \$2.50 per month per teacher toward the monthly premium for a Long Term Disability Policy with a three (3) month qualifying period with a guarantee of the % of the monthly salary specified in the current policy to a maximum of \$1,000 for twelve (12) months. Benefits shall be paid to these members, who as of the effective date of this contract, have accumulated 74 days or less at the above rate.

Those members who as of the effective date of this contract have an accumulated sick leave of 75 to 90 days, may, beginning with the 75th day take payment based on the current LTD Policy and retain any accumulated sick leave between the 75th and the 90th day.

Benefit payments shall continue to age sixty-five (65) or until termination of disability - whichever occurs first.

ARTICLE XIII
TEACHER EVALUATION

A. Evaluation of the effectiveness of teaching is an important function of the administration. Without knowledge of the strength and weaknesses of the existing practices, guidance cannot operate to bring about a maximum of improvement.

Evaluation, if it is to serve both a guidance and a rating function, must be a cooperative process. This means the teacher should familiarize himself with the items listed. This will serve the dual purpose of keeping before the teacher the objective he is expected to achieve, and will provide an excellent basis for self-evaluation.

B. The main purposes of evaluation:

1. To insure the best education possible for all students through stimulating growth and development of the professional staff.
2. To improve communication between teachers and administrators.
3. To evaluate teachers so that they may be assigned, continued on probation, placed on tenure, transferred, promoted, or in some cases discharged.

C. The instrument (See Appendix C) is intended to remind the teacher and the evaluator of the many different teaching skills which are important. It provides a basis for specific comments and discussions of strengths and weaknesses, and suggests ideas for future growth as well as encourages the development of specific ideas and plans for the present.

The evaluation is the formal report for the evaluator and will be filed permanently in the Teacher Personnel File. The instrument may be used as a preliminary self-appraisal if the teacher so desires.

D. The following evaluation procedures will be followed:

FIRST YEAR OF PROBATION

1. 1st week of School-All first year teachers, including transfers, will be assigned a Teacher-Sponsor by the Administrator. (See Teacher Handbook for duties of Sponsor)
2. By the 5th week-The first formal evaluation by the Administrator will take place. Visit to the classroom to last a minimum of twenty (20) minutes.
3. Within five working days or at a mutually agreeable date-- This formal visit will be followed by a conference with the Administrator, teacher, and sponsor. At the conclusion of the conference, the Teacher, Administrator and Sponsor will sign the form verifying that a conference has been held.
4. By the end of the 15th week-Second formal evaluation--this to be followed by conference as in #3 except sponsor will be optional at the discretion of the teacher.
5. By the end of the 28th week-Final evaluation due.
6. By the end of the 30th week-Report to the Superintendent with recommendation.
7. By the end of the 30th week-Teacher and Tenure Committee informed of action.

(The above procedures include a minimum of three (3) visits,

although more may be necessary.)

SECOND YEAR PROBATION

1. Appointment of Teacher-Sponsor optional.
2. Step #2 above moved to 12th week.
3. If no sponsor appointed, conference with administrator and teacher.
4. Step #4 eliminated.

(The above procedures include a minimum of two visits, although more may be necessary.)

TENURE TEACHERS

1. At least one formal evaluation will be made every other year.
2. The evaluation will be followed with a conference between the Administrator and the teacher.
3. Above procedures are minimum, additional visits are authorized if deemed necessary.

E. Teachers are subject to evaluation at any time during their classroom teaching periods. All monitoring and observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves-dropping, closed circuit television, public address or audio systems surveillance devices shall be strictly prohibited.

F. Each teacher shall have the right upon request to review the contents of his own Harbor Beach personal evaluation file.

G. A teacher shall at all times be entitled to have present a representative of the Association prior to being disciplined for any infraction of discipline or delinquency in professional performance.

When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present. This does not prevent an administrator from discussing a teacher's evaluation and making constructive criticism in an informal meeting without the Association's representative.

H. Any adverse disciplinary action not deemed as being justified by the teacher, shall be subject to the professional grievance negotiation procedure.

ARTICLE XIV
PROTECTION OF TEACHERS

A. Classroom control and discipline is an effective part of the education process. To be effective, the Board recognizes that the teacher will be given adequate support by the Board and the Administration in the discreet handling of student and disciplinary problem.

B. Any case of assault upon a teacher in connection with the teacher's duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, and said disciplinary action is considered reasonable by the Administration, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with an incident mentioned in the Article which in the opinion of the Administration is justifiable shall not be charged against the teacher.

E. Reimbursement will be made to teacher for the loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, as approved by the Administration.

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

ARTICLE XV

NEGOTIATION PROCEDURES

A. At least one hundred twenty (120) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVI
GRIEVANCE PROCEDURES

A grievance is defined as an alleged violation, an application, interpretation, or administration of a specific article or section of the Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

The teacher or the teacher and the Association Representative shall be encouraged to discuss complaints with the building principal before using the grievance procedure. The complaint shall not become a matter of record.

Should a difference arise between a teacher and the Administration as to the meaning and application of this Agreement, an earnest effort shall be made to settle such difference, grievance, or dispute in the following manner:

- A. Any individual teacher having a grievance shall take the matter up directly with his principal within five days of the alleged incident and may reach a settlement of the grievance as long as the settlement is not inconsistent with the terms of this collective bargaining agreement.
- B. If a satisfactory settlement is not effected within five days after submission, it shall be reduced to writing by the Association and the grievance shall be taken up with the principal within five days.
- C. The principal shall answer the grievance in writing and return it to the Association within five days after he received it.

- D. If a satisfactory settlement is not effected, the Association shall submit the written grievance to the Superintendent within five (5) days after it was returned by the Principal.
- E. The Superintendent shall answer the grievance in writing within five days and return it to the Association.
- F. In the event the grievance is not satisfactorily resolved by the Superintendent or if no decision is reached within the fifteen day period, the written grievance shall be submitted to the Secretary of the Board of Education. The Board shall answer said grievance in writing and provide a hearing upon request, within fifteen days after it has been received.
- G. In cases where it is impossible to effect the settlement of a grievance pertaining to the meaning or application of the provisions of this agreement, either the Board or the Association may invoke arbitration of the issue in accordance with the following procedure:
- Notify the other party within twenty days of receipt of the disposition in Section F of intent to submit issue to arbitration. Following such notification, the parties shall attempt to select an arbitrator to arbitrate the disputed issue.
- H. In event the Board and the Association have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

Regardless of how selected, the arbitrator will conduct the arbitration in accordance with the rules, regulations and procedures of the American Arbitration Association.

- I. The time limits specified in the grievance procedure shall be binding unless an extension of such limits is mutually agreed upon. It is understood that Saturdays, Sundays and holidays are excluded in the determination of the time limits specified in this article.
- J. The Board of Education and the Association shall not be permitted to introduce any new evidence after the grievance has proceeded through step F.
- K. It shall be the function of the arbitrator, and he shall be empowered, except his powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 - 2. He shall have no power to establish salary scales or change any schedule salary.
 - 3. He shall have no power to rule on any of the following:
 - a. The placing of a non-tenure teacher on a third year of probation.
 - b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject

to the procedures specified in the Teacher Tenure Act.

d. Any matter involving teacher evaluation results.

4. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgement for that of the Board, providing that any such practice, policy, rule or any action taken by the Board is reasonable. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and he shall not imply obligations and conditions in conflict with this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall determine the arbitrability of the grievance. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the association, its members, the employee or employees involved, and the Board. The Association shall not encourage any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the association or its members by any other means attempt to bring about the settlement of any grievance.

- L. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- M. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this agreement shall not be processed.
- N. In the event a grievance has proceeded through step F, and it has not been transmitted to arbitration within twenty (20) days thereafter, unless mutually agreed otherwise, such grievance shall be deemed resolved. The Board shall not be required to pay back wages more ~~than five~~ (5) days prior to the date a written grievance is filed. All claims for back wages shall be ~~limited~~ to the amount of the wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE XVII

EDUCATIONAL IMPROVEMENT

To improve the educational program, meetings will be held between Association's approved representatives and the Administration. The meetings will be held at mutually agreeable times to discuss educational problems of mutual concern. An agenda of the subjects to be considered will be presented by the party requesting the meeting.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number of a principal they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall deal with ethical problems in accordance with the terms of the Code of Ethics of the Education Profession, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and the teachers to define acceptable criteria of professional behavior. The Association also recognizes the Code of Ethics of the Board of Education.

C. The Agreement shall supercede any rules, regulations, or practices of the Board pertaining to the teachers which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Ten (10) copies shall be provided for the Association to be used at their discretion.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary.

to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Medical examinations, excluding x-rays, which are required by the Board as a condition of employment shall be at no expense to the individual.

ARTICLE XIX

REDUCTION IN STAFF

A. New employees hired by the Harbor Beach Board of Education shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term seniority as here-in-after used shall be the length of continuous service with the Harbor Beach Community School. Leave of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in other school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan and shall secondly be determined by years of continuous employment in the Harbor Beach Community Schools.

D. Any teacher who is granted Tenure shall have seniority from the last date of hire.

E. The Board, realizing that education, curriculum and staff to a large degree depend upon the financial resources available to the Board of Education as provided by the public and State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and shall when funds are not available.

1. It is hereby specifically recognized that it is within the

sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

2. In order to promote an orderly reduction in personnel when the program and curriculum is curtailed the following procedure will be used:

- a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
- b. In the event seniority teachers must be laid off, lay off will be on the basis of: least senior teacher in Grades K - 6, least senior teacher in Grades 9 - 12 in their respective teaching subject, and by district seniority in Grades 7 & 8. Such teachers who are laid off shall replace the least senior teacher (providing he has more district seniority) in the field in which he is certified and qualified.

F. Seniority teachers shall be recalled in inverse order of lay off for new positions opening for which they are certified and qualified.

G. The recall list shall be maintained by the Board for a period not to exceed two (2) years from date of layoff. Thereafter, a teacher shall lose his right to recall.

SCHEDULE A

I. The following shall be the schedule of basic teacher salaries:

Yearly Step	Bachelor's Degree	BS+15*	BS+20*	Masters Degree
1	7,700	7,950	8,040	8,200
2	8,058	8,308	8,398	8,558
3	8,378	8,628	8,718	8,878
4	8,711	8,961	9,051	9,211
5	9,057	9,307	9,397	9,557
6	9,417	9,667	9,757	9,917
7	9,792	10,042	10,132	10,292
8	10,182	10,432	10,522	10,682
9	10,587	10,837	10,927	11,087
10	11,008	11,258	11,348	11,508
11	11,700	11,950	12,040	12,200

*Effective with the 1969-70 school year compensation for hours over a bachelor's degree leading to a Master's Degree or a planned program approved by the Superintendent of Schools will be paid in blocks of hours only. However, teachers already receiving compensation for additional hours over the Bachelor's Degree will continue to receive the same amount paid during the 1968-69 school year.

Non-degree teachers will receive .90 of base salary with a .03 increase per year, up to eleven years service.

II. Increments become effective at the beginning of the contractual period of each year and advancement under the salary schedule shall be automatic as of the beginning of the contractual period or February 1,

following completion of required academic or professional courses.

III. The teaching experience of new teachers coming into the school district shall be evaluated by the Board. (Full credit for previous teaching experience shall be granted if completed within the past eleven years.)

Credit for satisfactory active United States military service shall be allowed, provided the individual was teaching prior to entering the service. Teachers shall be allowed one step on the schedule for each year of active military service up to two (2) years. Beyond two years, credit will be awarded only to those teachers who are required to stay in Military Service on a non-voluntary basis.

IV. In addition to the basic teacher salary as provided in the foregoing there shall be paid the following further sums for time beyond the school day or school year:

Athletic Director	\$656	The Board reserves the right not to fill this position from the teaching staff if deemed necessary.
	<u>BASE</u>	
Head Football Coach	\$555	Plus \$20. per year for coaching experience, in that sport, up to a maximum of 10 years.
Head Basketball Coach		" \$15. " " " " " " " " " "
Asst. Football Coach	\$420	" \$10. " " " " " " " " " "
J.V. Basketball Coach		" \$5. " " " " " " " " " "
Head Track Coach		
J.V. Football Coach		
Head Baseball Coach		
Freshman Football	\$340	" \$10. " " " " " " " " " "
Freshman Basketball		
Jr. High Basketball		
Girls Basketball & Track	\$262	" \$5. " " " " " " " " " "
Annual Advisor	\$236	"
Driver Education	\$5.80 per hour	
Speech Coach	\$210	
Play Director	\$210. from Adm., not more than \$300. from all courses.	
Cheerleader Coach	\$157	

V. In addition to the basic salary as provided in the foregoing, there shall be paid the following sums for work beyond the school year:

** Director of Bands	.025 of scheduled salary for each additional week scheduled by the administration in excess of school year. Employees to be notified by 4-1-73, if there is a proposed change in the length that contract extends beyond the school year.
Vocational Agriculture Teacher	
*Guidance Director	

*This position compensated at an additional \$700. per year.

**This position compensated at an additional \$150.00.

VI. Substitute teachers with degrees will be paid \$27. per day. Non-degree substitutes \$20. per day. However, if a substitute works twenty (20) consecutive school days for the same teacher, the substitute will be paid according to the regular pay schedule.

VII. When teachers are assigned teaching responsibilities before or after the regular school day, they will be paid at a rate of one-seventh (1/7) of their regular pay per day for each normal class hour. A day's pay shall be computed by dividing the teacher's salary by 190;

189 1st yr teachers
188 All others

188 for previous

1972-73 SCHOOL CALENDAR

August 28	All Teachers Report
August 31	Registration & Student Orientation
September 4	Labor Day - No School
September 5	Classes Begin
November 9	Parent - Teacher Conferences
November 22	Thanksgiving Vacation Begins at 3:45 P.M.
November 27	Return to Classes
December 22	Winter Vacation Begins at 3:45 P.M.
January 2	Classes Resume
January 19	End of Semester (No Classes)
March 2	Curriculum Day
April 13	Spring Vacation Begins at 3:45 P.M.
April 23	Classes Resume
May 28	Memorial Day
June 5	Last Day for Students
June 7	Commencement (No Classes)
June 8	School Closes

Student Days 180

Staff Days 190

ARTICLE XI

DURATION OF AGREEMENT

This agreement except those sections listed below shall become effective on July 1, 1972 and shall continue in effect to and including June 30, 1974. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Article VI A-C, Article XIX Section A & B, Schedule A Sections I-VII and the school calendar shall become effective on July 1, 1972 and continue in effect to and including June 30, 1973.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
its President

by _____
its President

by _____
its secretary

by _____
its Secretary

by Bruce L. Lewis
Chm. Negotiating Comm.

by Richard B. Bell
Member

by _____
Negotiating Committeeman

by _____
Member

by _____
Negotiating Committeeman

by _____
Member

by _____
Negotiating Committeeman

by _____
Member

by _____
Negotiating Committeeman

by _____
Member



PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT

This Agreement Made this day _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

- CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
- TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
- COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
- PROBATIONARY STATUS**—The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ duration. Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
- The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the _____ and the Board of Education.
- CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date

\$ _____

\$ _____

\$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____



TEACHER TENURE CONTRACT OF EMPLOYMENT

This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

1. **CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 3, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **TENURE STATUS**—The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended).
8. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the _____ and the Board of Education.

9. **CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Length of Contract	Starting Date	Termination Date

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____

Authorized Signatures

APPENDIX C (Cont'd)

DATE _____

SCHOOL _____

NAME _____

PRINCIPAL _____

COMMENTS BY TEACHER

Use this space to make any comments which you feel would contribute to a better evaluation of your teaching effectiveness (additional training, extra-curricular duties, professional association offices or writings, materials provided, administrative climate, etc.

I have participated in this evaluation: _____

SIGNATURE OF THE TEACHER

SUMMARY BY THE PRINCIPAL

Signature of the Principal

RECOMMENDATIONS

As principal, I recommend that action on this teacher be:

RETENTION _____ RETENTION ON PROBATION _____ RELEASE FROM THIS BUILDING _____

Date