

6-30-72

P. N.

Harbor Springs, MI

1971-72

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

A G R E E M E N T

Between The

HARBOR SPRINGS BOARD OF EDUCATION

And The

HARBOR SPRINGS EDUCATION ASSOCIATION

Harbor Springs Public Schools

MEA  
1216 Nordale  
East Lansing, Mich.  
48823

Harbor Springs Public Schools  
Harbor Springs, Michigan

RECEIVED  
SEP 22 1971  
OFFICE OF  
PROFESSIONAL NEGOTIATIONS

7/1/71 - 6/30/72

STATE OF MICHIGAN  
HARBOR SPRINGS BOARD OF EDUCATION  
HARBOR SPRINGS LIBRARY

AGREEMENT

Between The

P R E A M B L E

HARBOR SPRINGS BOARD OF EDUCATION

The Board and Association recognize and declare that providing a quality education for the children of Harbor Springs is their mutual aim, that the primary duty and responsibility of the teacher is to teach, and that the school and the school day should be organized so as to achieve this aim.

Harbor Springs Public Schools  
Harbor Springs, Michigan

TABLE OF CONTENTS

Article	I	Recognition . . . . .	1
Article	II	Board Rights . . . . .	2
Article	III	Teacher Rights . . . . .	3
Article	IV	Professional Compensation . . . . .	4
Article	V	Teaching Hours . . . . .	5
Article	VI	Teaching Loads and Assignments . . . . .	6
Article	VII	Teaching Conditions . . . . .	6
Article	VIII	Leave Pay . . . . .	8
Article	IX	Leaves of Absence . . . . .	9
Article	X	Insurance Protection . . . . .	11
Article	XI	Teacher Evaluation . . . . .	12
Article	XII	Protection of Teachers . . . . .	13
Article	XIII	Negotiation Procedures . . . . .	14
Article	XIV	Professional Grievance Negotiation Procedure . . . . .	15
Article	XV	Professional Study Committees . . . . .	17
Article	XVI	Miscellaneous Provisions . . . . .	17
Article	XVII	Duration of Agreement . . . . .	19
Appendix	A	Salary Schedule	
Appendix	B	Grievance Report Form	



This Agreement entered into by and between the Board of Education of the Harbor Springs Public School District, Harbor Springs, Michigan, hereinafter called the "Board" and the Harbor Springs Education Association, hereinafter called the "Association."

WITNESSETH

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, but excluding superintendent and principals, office, clerical, and maintenance and operating employees

1. 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.

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

C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second salary

check in September and from the first check of the month thereafter until ten (10) deductions for dues have been made. The Board agrees to remit promptly to the Association all monies deducted.

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

## ARTICLE II

### Board Rights

Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Harbor Springs Public Schools and to direct its employees as conferred by the Laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the school system, including, but not expressly limited to the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
- B. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish levels and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;
- D. To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
- E. To determine class schedules, hours of instruction, and the duties, responsibilities, and assignments of teachers.

The exercise of all the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and of the United States.

### ARTICLE III

#### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator for such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, i.e., 8:00 A.M. to 11:00 P.M., during the school year or any other time when no special services are required. The use of any building shall be cleared with the building principal or the superintendent. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The Association has the right to use bulletin boards in the faculty lounges and has the right to place printed or duplicated material relative to the Association in faculty mail boxes.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district including but not limited to: annual financial

reports and audits, register of certificated personnel, allocations (including county allocation board budgets), agenda of all Board meetings, Treasurer's reports, and census and membership data. Board minutes are to be made available upon reasonable request. The Board agrees to furnish such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance of complaint.

E. The Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to express its views on said matters.

#### ARTICLE IV

##### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for one year.

B. The salary schedule is based upon a normal teaching load, as hereinafter defined for 187 days during normal teaching hours. For each additional class the teacher shall be entitled to appropriate additional salary. This salary shall be determined by dividing his base salary, as set forth in Appendix A, by six (6).

C. The Board agrees that Association members engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement shall be entitled to released time, as needed, without loss of salary; provided, the Association agrees to meet for purposes of negotiation on off duty time at least to the same extent as on released time. A teacher shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association, if designated as a teachers' institute by the Department of Education.

D. Credit for experience outside the school system shall be evaluated by the Board and full credit for up to one (1) year less than the BA Maximum shall



be allowed whenever the prior service of the teacher is deemed satisfactory. Two years credit of the total allowance will be granted for military service upon presentation of honorable or medical discharge certificate.

E. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1.

F. A staff teacher shall be compensated at the rate of 1/5 of substitute pay for each period of duty for which he substitutes during his preparation period.

G. After a teacher has served in the school district for fifteen (15) years he shall receive a longevity payment for that year only of five percent (5%) of the current basic salary. At the end of each succeeding five (5) years of service he shall receive another longevity payment of five percent (5%) of the current basic salary.

H. A teacher may elect to have his contractual salary paid in twenty-one (21) or twenty-six (26) equal installments. Such election must be made prior to the issuance of individual contracts, or no later than September 1. A teacher who elected to have his salary paid in twenty-six (26) equal installments may ask to have the remainder of his salary in one payment at the end of the school year by notifying the business office by May 15. Payment will be made on the second pay period in June if the money is available.

## ARTICLE V

### Teaching Hours

A. The Board recognizes the principle of a normal forty (40) hour work week exclusive of lunch periods. The Board agrees not to require teachers regularly to work in excess of such normal work week.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period.

C. Teachers shall be in their building twenty-five (25) minutes prior to the beginning of the pupils' day and shall be at their teaching stations when the first bell rings in the morning and at noon. Teachers shall be permitted to leave twenty-five (25) minutes after the close of the pupils' regular school day except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils day. Teachers are encouraged



to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time including consultations with parents and students.

## ARTICLE VI

### Teaching Loads and Assignments

A. The normal daily teaching load in the junior and senior high school will include one unassigned preparation period. The term "unassigned preparation period" shall be construed to include the use of this period for purposes other than preparation when daily schedule changes are necessary. The normal teaching load (weekly) in the elementary school shall be figured according to state recommendations for elementary schools and it is recommended that each teacher have four (4) preparation periods per week.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. Every teacher shall provide the general office with a complete up-to-date transcript no later than the fourth Friday of September. Every teacher who earns additional credit should up-date his transcript annually by the same date.

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 will be notified by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. All teachers shall be given written notice of their probable teaching assignment for the coming year no later than the last day of the school year.

E. Any extra curricular assignment of additional daily class for which a teacher is paid in addition to his base salary shall be voluntary.

## ARTICLE VII

### Teaching Conditions

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered where ever possible to meet the following optimum standards.

Kindergarten 16 to 25

First through Sixth Grade 20 to 25

The Board will attempt to retain the present teacher-aide program in the Kindergarten and First Grades.

B. If any elementary teacher is required to teach a class larger than the average class (as defined in the following paragraph) he shall be reimbursed two hundred dollars (\$200) for each student above the average class size provided that the additional students are a result of the failure of the Board to employ twelve (12) classroom teachers for grades one through six.

The average elementary class size shall be determined by dividing the official enrollment in grades one through six by twelve (12), the number of available classrooms.

If the average class size, as determined in the paragraph above, falls below twenty-five (25), the extra pay provisions will not apply unless any elementary teacher is required to teach a class larger than thirty (30) students.

C. Any teacher required to teach a split grade shall receive five hundred dollars (\$500.00) above the regular step on the salary schedule. Experienced teachers on the staff shall be offered these assignments first

1. The provisions of this Section shall not apply to any experimental grouping of students for a period of two (2) years from the date such experimentation begins. It is further agreed that no such experimentation will be undertaken without consultation with the elementary faculty.

D. Teachers and members of the Administrative staff shall confer from time to time for the purpose of improving the selection and use of educational equipment and materials. The Board agrees at all times to keep the schools reasonable equipped and maintained.

E. Teachers will not be required to collect monies for milk, lunches, books or fees, nor maintain health or attendance records.

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

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

lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

H. Telephone facilities shall be made available to teachers for their reasonable use.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is within the appropriate concern or attention of the Board when it affects his relationship to the students or staff members or impairs the discharge of his teaching duties.

## ARTICLE VIII

### Leave Pay

A. Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of fourteen (14) days per year, accumulative to one hundred (100) days.

B. Any teacher entering the school system shall be credited with five (5) days sick leave on the first day he reports for duty and one (1) additional day the first day of each month through June 1 of his first year of employment.

1. A teacher who has exhausted his sick leave during his first year in the system shall forfeit one day's salary for each subsequent day of absence due to illness.

2. A teacher shall be repaid for salary deductions made as per paragraph 1 above in the following manner: one day's salary for each day of sick leave accumulated by the end of the school year.

C. Any teacher who has sick leave time accumulated from the previous year or who had taught the previous year and used up his sick leave shall be credited with fourteen (14) days on the first day he reports for duty.

D. Any teacher absent more than five (5) consecutive days because of illness may be required to submit a statement from a doctor certifying such illness.

E. The provisions of this Article shall apply to absence for surgery only when the surgeon certifies that such surgery must be performed immediately.



ARTICLE IX

Leaves of Absence

A. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. Critical illness in the immediate family. Immediate family shall be limited to father, mother, brother, sister, spouse, and children and shall include such relationships acquired through remarriage or adoption.

2. One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.

3. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

4. Two days for the conduct of personal affairs which could not be taken care of at another time. Application for such leave must be made to the building principal three days prior to the absence unless it is an emergency. Under no circumstances can such leave be used to extend a vacation.

B. Leaves of absence with pay not chargeable against the teachers' 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. For such service the teacher shall be paid his daily salary less the fee for jury duty.

3. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding when a disposition is not acceptable.

4. Approved visitation at other schools or for attending educational conferences or conventions.

5. Time necessary to take the selective service physical examination.

6. Absence from work because of mumps, scarlet fever, measles, or chicken pox.

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

1. Study related to the teacher's certification.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Regular salary increment occurring during leave as specified in paragraph C3 above will be allowed and sick leave time accumulated prior to such leave will be credited to the teacher upon his return.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed each year upon written request by the teacher and the consent of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days; the Board shall pay to such teacher his salary less benefits received under the Michigan Workmen's Compensation Act to the extent and until such time as the teacher shall have used up any sick leave pay provided herein.

F. Upon written request a teacher shall be granted a maternity leave without pay, commencing no later than the end of the sixth month of pregnancy, except when this date falls within one month of the end of the semester the teacher may be permitted to complete the semester. The teacher may return, if a suitable vacancy exists, at the beginning of the semester following one year leave of absence.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence of no more than one year without pay for the purpose of performing duties for the Association.

H. At the beginning of the school year, the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Association for attendance at NEA, MEA, or other professional meetings. The Association agrees to notify the superintendent no less than five (5) days before the date of the intended use of said leave.

I. Military leaves of absence shall be granted to any teacher who shall

be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increment and sick leave allowance which would have been credited to them had they remained in active service in the school system.

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

K. Any teacher who attempts to circumvent or who deliberately violates the provisions of paragraphs A or B of this Article shall be suspended automatically without pay for five (5) days.

#### ARTICLE X

##### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955 as amended, the Board agrees to furnish to all teachers desiring it the following insurance protection.

A. The Board shall provide without cost to all teachers full family, comprehensive group hospital insurance at MESSA Super Med Rates. If both husband and wife teach in the Harbor Springs Public Schools, their insurance benefits shall not exceed full family coverage.

1. This insurance will be in force from September 1 to August 31 of each school year.

2. When a teacher leaves the system prior to the end of the school year, his insurance will be terminated as of the first of the month following his termination of service.

3. A teacher entering this system as a new employee during the school year will be covered by this insurance as of the first day of the month following his employment and such coverage shall continue through August 31.

B. Every teacher employed by the Harbor Springs Public Schools shall have the right to participate in the MESSA health insurance program through payroll deduction.

C. The Board shall provide without cost to the teacher, public liability and accident coverage in the amount of not less than \$100,00 for each accident in the case of teachers exposed to special and unusual hazards in the course of



their work, including driver education teachers, athletic coaches, and shop teachers.

#### ARTICLE XI

##### Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year; twice during their first semester and once during their second semester. No formal evaluation shall be made during any teacher's first month of service. Tenure teachers shall be evaluated at least once every two (2) years

B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. A copy of the written evaluation shall be submitted to the teacher at a personal interview within ten days of the evaluation visit and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing.

F. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

G. A teacher shall at all times be entitled to have present at his request a representative of the Association as an observer when he is being formally reprimanded for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no

action shall be taken with respect to the teacher until such representative of the Association is present.

H. No teacher shall be disciplined or reprimanded without just cause. Any such disciplinary action may be subject to the professional grievance procedure hereinafter set forth.

## ARTICLE XII

### Protection of Teachers

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with the provisions of the School Code. It shall be the responsibility of the teacher to report to his principal the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon written request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. A teacher may exclude a student from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

C. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault the teacher involved may request assistance of the Board. Such request shall be made in writing to the principal, who with the superintendent shall make a determination as to whether the conduct of the teacher making the request justifies any assistance from the Board, and the extent thereof. When the request has been approved, the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement

and judicial authorities.

D. If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. The Board will reimburse a teacher, in an amount not to exceed one hundred dollars (\$100.00) for loss, damage, or destruction, while on duty in the school, of personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. This obligation shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

G. Any complaint by a parent about a teacher shall be brought to the teacher's attention: if considered serious by the administrator receiving the complaint; if it is recorded in the teacher's personnel file; or if it is used as a basis for reprimanding a teacher.

H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

#### ARTICLE XIII

##### Negotiation Procedures

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. At least sixty (60) 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.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board 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.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of a contract.

#### ARTICLE XIV

##### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of this Agreement may file a written grievance with the Board or its designated representative. Such grievance shall be filed on the form attached as Appendix B. If a teacher does not file a grievance in writing with the Board or its designated representative within ten (10) school days after the occurrence, then the grievance shall be considered as waived.

B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to reemploy any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. Any claim or complaint for which there is another remedial procedure or form established by law or regulation having the force of law.

C. Within five (5) calendar days of receipt of the grievance the desig-

nated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five (5) calendar days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent he shall have ten (10) calendar days from receipt to approve or disapprove the grievance. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

D. Within ten (10) calendar days from receipt of the grievance, the Board shall pass upon this grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) calendar days after its submission to the Board.

E. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. Any appeal must be filed within ten (10) calendar days after the decision of the Board. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Evidence presented at the arbitration proceeding must be made known to both parties the day before presentation. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

G. The costs of any arbitrator under this Article shall be paid equally by the Board and the Association

## ARTICLE XV

### Professional Study Committees

A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association.

1. The Professional Study Committee shall investigate selected matters if requested by either the Association or the Board, and submit a written report and recommendations to the parties on or before April 1 of each year. Additional Professional Study Committees may be established as required.

2. The clerical expenses of such Committee shall be borne by the Board. Representatives on such committee may be excused from the performance of other work, up to five hours per week, for the purpose of serving on such Committee.

B. One half day twice per semester may be set aside for staff and department meetings to improve curriculum and teaching techniques.

C. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-service Education Committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association. The committee shall organize itself and assume responsibility for the planning and conducting of in-service education days (½ day sessions) for all of the professional teaching personnel, when and if the need for such days is felt and requested by the faculty or administration.

## ARTICLE XVI

### Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Failure to notify the administration of unavailability for work prior to 7:30 A.M. shall result in the forfeiture of full pay for that absence. 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 arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. Representatives of the Board and of the Association will meet once a month when requested by either party for the purpose of reviewing the contract and to resolve problems that might arise. These meetings are not intended to by-pass the grievance procedure.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

E. In the event the Board decides to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the Board shall determine the order of the layoff, provided however, such action shall not be contrary to the priorities established under the Tenure Act. The Board shall endeavor to give thirty (30) days notice of layoff to the Association and the individuals involved, and in any event seven (7) days notice shall be given in all cases.

1. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all non-tenure teachers, except those in positions for which no tenure teacher on the staff is qualified, and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any tenure teachers individual employment contract or under this collective bargaining agreement.

2. The Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this Section.

3. Tenure teachers shall be recalled as determined by the Board.

4. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at



his last known address. The individual teacher is responsible for notifying the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

5. If a teacher fails to report to work within five (5) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as having quit and voluntarily terminated his individual employment contract and any other employment relationship with the Board.

F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such 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.

ARTICLE XVII

\*

Duration of Agreement

This Agreement shall be effective as of July 1, 1971 and shall continue in effect for one (1) year until the thirtieth day of June 1972 or until such time as agreement on a new contract has been reached.

Dated this 22nd day of July, 1971.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

BY \_\_\_\_\_  
Its Secretary

BY \_\_\_\_\_  
Negotiating Committee Secretary

BY \_\_\_\_\_  
Negotiating Committee Member

APPENDIX A

STEP	BA		MA	
	PROVISIONAL CERTIFICATE	PERMANENT CERTIFICATE	PROVISIONAL CERTIFICATE	PERMANENT CERTIFICATE
1	7585		7985	
2	7885		8285	
3	8205		8610	
4	8545	8745	8960	9260
5	8905	9105	9335	9640
6		9485		10050
7		9885		10490
8		10305		10965
9		10745		11475
10		11205		12020
11				12590

EXTRA PAY SCHEDULE

Head Coach	10%
Assistant Coach	7
Athletic Director	7
Band	4
Gymnastics	4
Girl's Intramural	4
Skiing	4
Track	6
Yearbook	4
7th Grade Basketball	3
8th Grade Basketball	3
Cheerleading	2
Plays (each)	2
Student Council	2

Extra pay is figured on a percentage of number of years in that particular activity on the BA schedule.

Credit up to 5 years for extra pay schedule will be given for experience outside the Harbor Springs Public Schools.