

*Harper Creek 4*

1969-71

8/26/71

MASTER AGREEMENT

between

HARPER CREEK COMMUNITY SCHOOLS

and

HARPER CREEK EDUCATION ASSOCIATION

*Harper Creek Board of Education*

1969 - 70

and

1970 - 71

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OFFICE OF PROFESSIONAL NEGOTIATIONS

MEA  
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E. Lansing, MI 48823

**MASTER AGREEMENT**

**between**

**HARPER CREEK COMMUNITY SCHOOLS**

**and**

**HARPER CREEK EDUCATION ASSOCIATION**

**1969 - 70**

**and**

**1970 - 71**

THIS AGREEMENT made and entered into this 27th day of October, 1969, by and between the BOARD OF EDUCATION of the HARPER CREEK COMMUNITY SCHOOLS of Battle Creek, Michigan, hereinafter called the "Board," and the HARPER CREEK EDUCATION ASSOCIATION, hereinafter called the "Association,"

WITNESSETH:

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

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board will furnish, upon reasonable request, all public information to the Association and that the Association will reimburse the Board for additional expenses incurred in furnishing such information. However, the Association may use its own personnel to get the necessary information and use such records or information in the Administration Building, and

WHEREAS, the HARPER CREEK EDUCATION ASSOCIATION will furnish, upon reasonable request, all public information to the Board of Education and that the Board of Education will reimburse the Association for additional expenses incurred in furnishing such information. However, the Board of Education may use its own personnel to get the necessary information and use such records and/or information, and

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 representatives 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 which they desire to memorialize,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I—RECOGNITION

SECTION 1: 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 personnel holding provisional, permanent, special or vocational certificates, with the exception of substitute teachers, evening, summer school and teaching interns,

authorized by the State Board of Education for the State of Michigan, but excluding supervisory and executive personnel. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

- (a) The Board agrees not to hire any teacher who is not fully certified under the auspices of the State Board of Education.

SECTION 2: 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.

SECTION 3: Teachers are urged to, within thirty (30) days of the beginning of their employment hereunder, sign and deliver to the Board an assignment authorizing deduction for 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.

SECTION 4: Nothing contained in this contract shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws and/or any other laws of Michigan or the United States.

SECTION 5: The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the management and control of school properties; facilities; grades and courses of instruction; athletic and recreational programs; methods of instruction; materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

SECTION 6: In accordance with Section I of Public Act 336 of 1947, State of Michigan, as amended, and in keeping with the high standards of the profession, the Association agrees that, upon execution of this agreement, and for the duration thereof, it shall refrain from any work stoppage for any purpose.

SECTION 7: The Board will make available to the Association, within fifteen (15) calendar days after the execution of said agreement, two hundred (200) copies of this agreement, provided that the Board and the Association share all costs for the preparation of said document.

## ARTICLE II—TEACHERS' RIGHTS

SECTION 1: Pursuant to Act 379 of the Public Acts of 1965, State of Michigan, the Board hereby agrees that every teacher shall have the right freely to organize, join and support or refrain from organizing, joining and supporting the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan and as a properly designated collective bargaining agent, the Board and the Association agree that neither will directly or indirectly discourage, 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 neither will discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or non-participation in any activities of the Association or collective professional negotiations with the Board, or his institution of or refusal to institute any grievance, complaint or proceeding under this agreement or any other terms or conditions of employment.

SECTION 2: The Board specifically recognizes the right of its teachers as defined in Section 1 of Article I appropriately to invoke the assistance of the State Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.

## ARTICLE III—TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1: TEACHING LOAD. Reasonable efforts shall be made to keep class sizes at a number that will make effective teaching possible. Principals shall work closely with building staff to ascertain professional and curricular requirements in this matter, taking into account individual needs in class level and subject areas.

- (a) An Administrative Review Board is to be established to insure that class load and class size are maintained at a level which will allow for quality educational processes. This Board shall be composed in the following manner:
- (1) The superintendent or his representative;
  - (2) The president of the Association or his representative;
  - (3) The building principal; and
  - (4) The teacher concerned.

- (b) This Board shall be convened upon written request of the Association.

**SECTION 2: TEACHER ASSIGNMENT.** Every effort possible shall be made by the administration to avoid split building and split class assignments for regular classroom teachers. By the end of the school year, teacher assignments shall have been made for the subsequent school year but may be changed by mutual consent. Before teacher assignments are made for each subsequent school year, information shall be made available concerning grade levels or subject areas to be filled and teachers already in the system given an opportunity to request placement in those areas for which they are qualified. Before assignment change, teachers shall be consulted prior to public release of said change.

**SECTION 3: TEACHER ASSIGNMENT TO NON-PROFESSIONAL TASKS.** Teachers shall not be assigned, with or without extra compensation, to tasks which are essentially non-professional, specifically:

- (a) Selling and taking tickets at athletic events;
- (b) "Crowd handling" at athletic events;
- (c) Chaperoning and/or driving buses to athletic events;
- (d) Collecting and accounting for milk and lunch monies;
- (e) Collecting and accounting for book rental fees, work books, periodicals used in class, towel and lock fees, insurance, school pictures and other fees charged for student supplies and services; and
- (f) Chaperoning student activities of a predominantly social nature.

**SECTION 4:** Nothing in this agreement shall prevent teachers from voluntarily performing such tasks as set forth in Section 3 above outside regular school hours at compensation satisfactory to them. A volunteer list for performance of duties is to be circulated by the building principal at the beginning of the school year.

**SECTION 5: VACANCIES, PROMOTIONS AND TRANSFERS.** Whenever any vacancy or new position is created in the teaching staff or in administrative positions in elementary, junior or senior high schools, written notice of such vacancies and qualifications shall be posted in each building in the district and, during the summer, be published monthly in TAB and presented in writing to the president of the Association. No vacancy shall be filled within five (5) school (working) days from the date of notification of such vacancy.

- (a) Qualified Harper Creek teachers, principals and administrators who apply for any vacancy or new position shall be placed upon an eligibility list and the vacancy shall be filled from the eligibility list.
- (b) Any teacher who shall be transferred to a supervisory

or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

**SECTION 6: TEACHER EVALUATION.** No teacher shall be required to evaluate himself or his professional activities in writing; however, conferences between the supervisor and the teacher for the purpose of evaluation shall be encouraged. Teachers shall be informed of the criteria by which they are evaluated.

**SECTION 7: TEACHER TENURE.** The Harper Creek Tenure Committee, the composition and functions of which are defined in the Policy Handbook, pages 1-19, 20 and 20A, shall be consulted by the Board of Education or superintendent whenever release of a staff member, whether probationary or on tenure, is contemplated or whenever the extension of a probationary teacher to an additional year of probation is contemplated. Such consultation shall include making available to the Tenure Committee all information held by the school administration, both written and verbal, which pertains to the matter under consideration, provided, however, that, in cases of clearly voluntary resignation of a staff member, there shall be no obligation for consultation with the Committee and further provided that the function of the Tenure Committee shall be advisory to the Board and administration.

**SECTION 8: SICK LEAVE AND SICK LEAVE NOTIFICATION.** No deductions shall be made for absence to an aggregate of ten (10) days yearly, with unlimited accumulation of unused days, due to personal illness or serious illness of current spouse or children and absence necessitated by exposure to contagious disease in which the health of others would be endangered by a teacher's attendance on duty.

- (a) Sick leave cannot be transferred from one employee to another.
- (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 duration of the illness, not to exceed ten (10) months with no subtraction of sick leave after payments under Workmen's Compensation Law begin.
- (c) Each year, preceding the closing of school in June, each staff member shall receive from the administrative office a statement of his sick leave status; that is, the number of sick leave days used during the current year and the number remaining to his credit at the time said statement is issued.

**SECTION 9: BEREAVEMENT LEAVE.** Not more than five (5) days sick leave may be used in the case of death of parent, spouse, child, brother, sister or any other person living under the same roof or supported by the employee. Not more than three (3) days sick leave may be used in case of death of grandparent, grandchild, aunt, uncle, fiancé, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Not more than one (1) day of sick leave may be used in the case of the death of any relative not listed above.

- (a) It is expressly understood that limitations above are for each such occurrence.

**SECTION 10: SUBSTITUTE TEACHERS.** Whenever a teacher is absent from school, for whatever purpose, every reasonable effort shall be made by the administration to hire a qualified substitute. It shall not be general practice to assign regular teachers or counsellors as substitutes.

**SECTION 11: PERSONAL LEAVE.** Two (2) days per year (not cumulative) shall be granted for the conducting of personal affairs, except in the case of an emergency, in the discretion of the administrative supervisor. A forty-eight (48) hour written notification must be given. Personal leave cannot be granted on the days of opening or closing school and also the day prior to or immediately following a vacation period (unless an emergency exists).

**SECTION 12: POLITICAL LEAVE.** The Board of Education shall grant, without pay, a leave of absence to any teacher who has served a successful probationary period to campaign for, or serve in, a public office.

- (a) Since the time required to campaign for, or serve in, a public office varies greatly as does availability of substitutes and conditions under which substitutes can be hired, the Board of Education shall grant a leave of absence on an individual basis.
- (b) The teacher shall make a written request for a leave of absence well in advance of his political campaign, but not later than July 15.
- (c) The Board of Education shall give the teacher a written answer to a request for a political leave.
- (d) The Board of Education shall not be obligated to grant a leave of absence for a longer period than one (1) term of office or one (1) unsuccessful campaign.
- (e) Upon his return from leave, the teacher shall be placed on the same step on the salary schedule as he had upon his leave.
- (f) The teacher shall at all times during his campaign or term of office adhere to professional ethics.



- (g) The teacher shall make clear that his views do not necessarily represent those of the school system.

**SECTION 13: MATERNITY LEAVE.** Maternity leave of up to two (2) years shall be granted a tenure teacher. A leave shall commence not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one month of the end of a semester, the teacher may be permitted to complete the semester. At least sixty (60) days prior to the beginning of a semester the teacher may apply to return to work. If requested by the Board, she shall submit with such application a statement from a qualified physician attesting her ability to resume active duty. The teacher shall thereupon be assigned the same or an equivalent teaching position for which she is qualified, and shall be placed on the salary step on the salary schedule at the step attained before such leave.

**SECTION 14: MILITARY LEAVE.** A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

**SECTION 15: JURY DUTY.** A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work.

**SECTION 16: STAFF ROOMS.** Each school building shall be provided with a staff room or lounge, available exclusively for staff use during the regular school day as a place for lesson preparation, conferring with other staff members and visitors to the school, smoking, refreshments and other purposes commonly associated with staff rooms or lounges. The room shall be provided by the school with tables, chairs and an operable typewriter. The staff room or lounge is not to be used by staff members to the neglect of regular professional duties. Pending full implementation of this Article, staff rooms or lounges, when not occupied by auxiliary services, shall be open to staff for uses stated above.

- (a) The school administration should provide other areas in the building for speech correction, visiting teacher work, fluoride treatments, inoculations, testing, sick room, storage, etc.
- (b) Any future building will incorporate the provisions of this section and, as soon as possible, rooms will be set aside for purposes of the activities which now take place in the staff rooms or lounges.

**SECTION 17: CHECK STUB IDENTIFICATION.** The stubs attached to pay checks shall identify all deductions using either the code presently appearing on the stub or other identification.

**SECTION 18: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT.** Teachers holding a B.A. Degree or less shall be required to earn six (6) hours of credit every four (4) years. Teachers holding a M.A. Degree shall be required to earn three (3) hours of credit every six (6) years. At the age of sixty (60), teachers shall not be required to earn additional credits provided they are current at age sixty (60). Two-thirds ( $2/3$ ) of the required credits must be college credits. All teachers who are current shall start these periods of time as of September, 1966. A teacher shall be considered current if (1) he was not required to earn credits to stay on the salary schedule for 1967-68 or (2) has earned credits since September, 1965.

- (a) Any credits earned during the summer of 1966 shall apply to the earned credits for the first period unless these credits were needed to qualify for current status. If a teacher earns more than the required credits in any time period, one-half ( $1/2$ ) of the additional credits may be carried to the next time period. A maximum of one-third ( $1/3$ ) of the required credits may be met by auditing a college class.
- (b) The following may be considered as local credits:
  - (1) Supervising student teachers (one (1) hour for a full student teaching assignment; fractional credit for less than a full assignment).
  - (2) Successful completion of an approved local credit class.
  - (3) Travel.
  - (4) Successful political term of office.
  - (5) Attendance at an educational conference coming during the summer months and lasting a week or more will be considered to the extent of one (1) hour if the person attending does so at no expense to the Harper Creek Schools.
- (c) Exceptions to the foregoing policy will be made only by mutual agreement of the two parties of this agreement.

**SECTION 19: PTSA AND PTA ORGANIZATIONS.** Teachers are urged to participate in the activities of their unit of PTSA or PTA. Because teachers are a vital part of PTSA and PTA organizations, teacher vice-presidents are to be released from their teaching duties so that they may attend meetings of their PTSA or PTA Councils when their meetings are held during regular school hours.

**SECTION 20. DUTY FREE LUNCH PERIOD.** All secondary teachers shall be entitled to a duty free, uninterrupted lunch period, of not less than thirty (30) minutes, the exception being that teachers shall be assigned duty not more than one (1) in seven (7) days. If asked

by the principal to pull such duty more often than one (1) in seven (7) days, the teacher is to be paid five dollars (\$5.00) per duty day.

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**SECTION 21: DUTY FREE LUNCH PERIOD.** All elementary teachers shall be entitled to a duty free, uninterrupted lunch period of, not less than thirty (30) minutes each day; provided that one teacher shall be on call in each building during each day on a purely supervisor basis. This supervisor shall be utilized in the event of emergency situations, such as injury, accident or major discipline problems. In order to be available for these emergency situations, this supervisory person should be on call either in his/her classroom or in the staff room. The H.C.E.A. shall assist in the training of lay supervisors.

**SECTION 22: SCHOOL HOURS.** The hours for secondary schools shall be 8:15 a.m. to 2:35 p.m. The hours for elementary schools shall be 9:00 a.m. to 3:20 p.m. The hours for kindergarten shall be 9:00 a.m. to 11:45 a.m. and 12:30 p.m. to 3:20 p.m.

- (a) Teachers shall report to their teaching station at least five (5) minutes before the start of the morning session.
- (b) Secondary teachers will be in their buildings at 8:00 a.m. and allowed to leave at 3:05 p.m.
- (c) Elementary teachers will be in their buildings at 8:30 a.m. and allowed to leave at 3:35 p.m.
- (d) On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day at the discretion of the building principal.

#### **ARTICLE IV—GRIEVANCE PROCEDURE**

**SECTION 1:** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement.

**SECTION 2:** A teacher who believes he has a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative or Association officer within five (5) school days after he has had knowledge or should have had knowledge of the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply and there shall be no reference made in a teacher's personnel record as to any initiation of a grievance by said teacher:

**SECTION 3: FIRST STEP.** Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted

by the Association shall be submitted in writing to the principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred and shall be signed by the teacher who is filing the grievance or an officer of the Association when the Association files a grievance and shall be submitted to the principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the principal.

**SECTION 4: SECOND STEP.** If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or his Association representative or representatives shall notify the superintendent in writing within six (6) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the superintendent or someone by him designated shall meet with the grievant and/or Association representative or representatives within five (5) school days to consider the grievance. The superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the superintendent.

**SECTION 5: THIRD STEP.** If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and/or his Association representative or representatives shall notify the superintendent in writing within five (5) school days after receipt of the superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative, the superintendent, the grievant and/or the Association representative or representatives within ten (10) school days after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the Third Step meeting.

**SECTION 6:** If the grievance has not been settled in the Third Step, the grievant and/or his Association representative or representatives may submit the matter to mediation under the Act or may submit the grievance, except as provided below (teacher discharge),

to arbitration provided such submission is made within ten (10) school days after receipt of the Third Step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement nor hear any matter which is provided for under Section 8 of this Article (teacher discharge). Both parties agree to be bound by the award of the arbitrator and that the arbitrator's costs and those of the American Arbitration Association shall be borne equally between the parties.

SECTION 7: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. If the Board fails to meet the time limits, the grievance shall automatically proceed to the next level in the procedure. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this agreement.

SECTION 8: In the event any teacher under the jurisdiction of the Association shall be discharged from his employment from and after the date hereof and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan, to include the Tenure Act of 1937, as amended.

SECTION 9: The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours except during the first two (2) steps of this procedure (Sections 3 and 4 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

SECTION 10: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

## ARTICLE V—SALARY SCHEDULE

SECTION 1: For the school year 1969-70, the following salary schedule shall apply:

Years Allowed Experience	Bachelors Degree	Masters Degree	Specialist Degree	Non-Degree
0	\$ 6,925	\$ 7,375	\$ 7,775	\$ 6,000
½	7,081			
1	7,237	7,707	8,125	6,270
1½	7,378			6,411
2	7,563	8,054	8,491	6,552
3	7,903	8,416	8,873	6,847
3½		8,604		
4	8,259	8,795	9,272	7,155
4½	8,443			
5	8,631	9,191	9,690	7,477
5½	8,822			
6	9,019	9,605	10,125	7,813
7	9,425	10,037	10,581	8,165
8	9,849	10,489	11,057	8,532
9	10,292	10,961	11,555	8,916
10	10,755	11,454	12,075	
11	11,239	11,969	12,618	
12		12,508	13,186	

SECTION 2: For the school year 1970-71, the following salary schedule shall apply:

Years Allowed Experience	Bachelors Degree	Masters Degree	Specialist Degree	Non-Degree
0	\$ 7,444	\$ 7,928	\$ 8,358	\$ 6,450
½	7,612			
1	7,780	8,285	8,734	6,740
1½	7,931			6,892
2	8,130	8,658	9,127	7,043
3	8,496	9,047	9,538	7,360
3½		9,249		
4	8,878	9,455	9,967	7,691
4½	9,076			
5	9,278	9,880	10,416	8,037
5½	9,484			
6	9,695	10,325	10,885	8,399
7	10,132	10,790	11,375	8,777
8	10,588	11,276	11,887	9,172
9	11,064	11,783	12,422	9,585
10	11,562	12,313	12,981	
11	12,082	12,867	13,565	
12		13,446	14,175	

SECTION 3: The above salary schedule is based on forty (40) weeks; teachers working more than forty (40) weeks shall be paid at the rate of two and one-half (2½) per cent of their basic salary per week.

SECTION 4: All hours above the BA degree shall be compensated for in the following manner:

- (a) First fifteen (15) hours must be attained in and applicable to an approved MA program and will be compensated at fifty (50) per cent of the cost of tuition and fees not to include transportation, books or other miscellaneous costs.
- (b) Second fifteen (15) hours must be attained in and applicable to an approved MA program and will be compensated at seventy-five (75) per cent of the cost of tuition and fees not to include transportation, books or other miscellaneous costs.
- (c) Third fifteen (15) hours (or to completion of MA) must be attained in and applicable to an approved MA program and will be compensated at one hundred (100) per cent of the cost of tuition fees not to include transportation, books or other miscellaneous costs.
- (d) All hours earned since January 1, 1969 shall be compensated as described above and, further, that this shall be a one-time payment.

SECTION 5: All hours above the MA degree shall be compensated for in the following manner:

- (a) Hours earned above the MA degree shall be compensated at one hundred (100) per cent of the cost of tuition and fees not to include transportation, books or other miscellaneous costs.
- (b) All hours earned since January 1, 1969 shall be compensated as described above and, further, that this shall be a one-time payment.

SECTION 6: To be placed upon the BA scale, a vocational teacher without a Bachelors Degree must have earned a vocational certificate and have six (6) years of work experience.

- (a) Experience in excess of six (6) years shall be evaluated in terms of two (2) years' industrial, office or distributive experience being equal to one (1) year of teaching experience.

SECTION 7: For the school year 1969-70 and 1970-71 the athletic pay schedule shall be based on the following basis:

- (a) Head Coach: \$40.00 per week times the number of activity weeks plus (4.5% times years of coaching experience) plus \$35.00 per assistant.

- (b) Assistant Coach: \$35.00 per week times the number of activity weeks plus (4.5% times years of coaching experience).
- (c) Assistant Athletic Directors will be paid \$800.00 plus released time as determined by the Board for forty (40) weeks.
- (d) If teams qualify for State tournaments, the time will be added to the total number of weeks at the standard rate.

SECTION 8: For the school year 1969-70, all non-athletic extra assignments shall be paid on the following basis:

EXTRA ASSIGNED DUTIES (Non-Athletic)	Salary	% of Individual Basic Salary
Band Concerts and Programs		
Senior High	\$850.00	
Junior High	450.00	
Cheerleader Supervision		
Senior High	150.00	
Junior High	100.00	
Class Advisors		
Sophomore	125.00	
Junior	125.00	
Senior	125.00	
Dramatics (Senior High)	175.00	
Follies Director (Senior High)	175.00	
Girls Athletic Association	475.00	
Strings, Concerts and Programs		1.5
Vocal Concerts and Programs		
Junior and Senior High		3
Pompon Advisor	127.00	
Pep Club Sponsor	100.00	
Foreign Language, Travel Seminars		
French (Canada), Spanish (Mexico)	175.00	each plus
	150.00	for
		expenses
Driver Training (Senior High)	5.00	per hour
Seminar Classes	4.00	per hour

- (a) For the school year 1970-71, all non-athletic extra assignments shall be increased five (5) per cent (Strings, Concerts & Programs, 1.575% and Vocal Concerts and Programs, Junior and Senior High, 3.15%).

SECTION 9: Teachers shall be reimbursed at their individual hourly rate of pay for teaching at the request of the principal for an absent teacher.

Annual Salary 6 x 180



SECTION 10: There shall normally be a maximum of five (5) years of credit granted for experience outside the system. Experience other than teaching experience which makes an employee more valuable than a beginning teacher may be credited within the experience limitations of the salary guide. Teachers may be allowed up to ten (10) years of prior service on the salary schedule, upon special Board approval.

SECTION 11: When a teacher shall have attained his next higher degree and shall have provided the Board of Education with evidence of this fact, he shall be placed on the salary schedule which will reflect his new degree at the opening of the next succeeding semester (this is to be pro rated). Notification of intent to be graduated shall be given not later than November 10, 1969 for the school year 1969-70 and not later than July 15, 1970 for the school year 1970-71.

SECTION 12: Any teacher who retires from teaching service and has served in the Harper Creek Schools for not less than twenty-five (25) years shall be eligible for payment of one-half of his then-current daily pay (pro-rated at contract days) for each day of accrued but unused sick leave to an accumulation of sixty (60) days.

## ARTICLE VI—INSURANCE

SECTION 1: The Board agrees to provide all teachers the following insurance protection:

- (a) FULL-FAMILY: For the school year 1969-70 the Board of Education shall pay \$20 per month per teacher toward BC-BS MVF II or MESSA Super Med. For the school year 1970-71 the Board of Education shall pay \$22.50 per month per teacher toward BC-BS MVF II or MESSA Super Med.
- (b) INDIVIDUAL COVERAGE: For the school year 1969-70 the Board of Education shall pay up to \$12 per month per teacher toward BC-BS MVF II or MESSA Super Med. For the school year 1970-71 the Board of Education shall pay up to \$15 per month per teacher toward BC-BS MVF II or MESSA Super Med.
- (c) OPTIONS: For the school year 1969-70 and 1970-71 the Board of Education shall pay up to \$12 per month per teacher for those not electing coverage under (a) and (b) above, toward the following MESSA-sponsored option programs:
  - (1) Long term Disability Insurance
  - (2) Loss of Time Insurance
  - (3) Group Term Life Insurance
  - (4) Dental Care Insurance

(d) The above rates shall be retroactive to August 27, 1969.

SECTION 2: The Board shall provide, without cost to the teacher, group life insurance protection which shall pay to the teacher's designated beneficiary the sum of two thousand dollars (\$2,000.00) upon death.

## ARTICLE VII—SABBATICAL LEAVE

SECTION 1: The Board shall grant yearly sabbatical leaves at one-half ( $\frac{1}{2}$ ) salary for two (2) teachers (tenure) who wish to pursue graduate work on a full-time basis not to exceed one (1) year in duration.

SECTION 2: A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position on the salary schedule as he would have been had he taught in the district during such period. All teachers who accept sabbatical leave will agree to work in the district the school year following the sabbatical leave. Sabbatical leaves will be granted only at the discretion of the superintendent.

## ARTICLE VIII—PROFESSIONAL STUDY COMMITTEE

SECTION 1: There is hereby established a permanent "Professional Study Committee" (PSC) composed of six (6) members, three (3) of whom shall be teachers selected by the Association and three (3) of whom shall be appointed by the Board.

SECTION 2: The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.

SECTION 3: The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.

SECTION 4: All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC. The PSC will report its recommendations to the administration's principle negotiator and the Harper Creek Education Association Professional Negotiations Team simultaneously.

SECTION 5: Subjects of study by subcommittees shall include, but not be limited to:

- (a) Negotiations during working hours.
- (b) In-Service Training Program.
- (c) Utilization of school facilities based on a ten (10) month school year in the Harper Creek School District creates a continual demand for the development of plans for the

construction of additional school facilities. The utilization of existing facilities on a year-round basis and the utilization of potential tax savings to staff these facilities is to be explored. Providing teachers with full-year employment would also provide added earning power.

- (d) Merit pay. Ways and means of recognizing, both monetarily and publicly, outstanding professional achievement should be sought. Achievements to be recognized should include, but not be limited to, new program development and/or implementation of outstanding performance. Consideration also should be given to the development of a "Beneficial Suggestion Program."
- (e) Professional Salaries. A salary schedule should be developed representing mutually agreeable intermediate steps and per cent of total budget to be devoted to professional salaries.

SECTION 6: The parties agree that the PSC and its subcommittees serve in an advisory capacity only and the Board and Association will not necessarily adopt their recommendations.

SECTION 7: The clerical expenses of the PSC and its subcommittees shall be borne by the Board.

#### **ARTICLE IX—POLICY HANDBOOK**

SECTION 1: Policies as stated in the policy handbook, together with additions and changes, shall be in force, provided said policies are consistent with the intent of this agreement.

#### **ARTICLE X—CALENDAR**

SECTION 1: For the school year 1969-70 the calendars shall be renegotiated to include one records day/semester per building on a rotating basis and will ensure 180 student days: the close of school will follow check out on June 18, 1970.

SECTION 2: For the school year 1970-71 the calendar will be negotiated prior to June 18 to conform to the requirements of the State Board of Education and the Regional Vocational Training Center and shall include not more than 180 student days and not more than 190 teacher days.

#### **ARTICLE XI—DURATION**

SECTION 1: This agreement shall be retroactive to the 27th day of August, 1969, and shall continue in full force and effect until the 26th day of August, 1971. This agreement may be reopened by mutual consent of the Association and the Board.

SECTION 2: 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.

HARPER CREEK EDUCATION  
ASSOCIATION

BOARD OF EDUCATION

/S/ Martin Wendt

/S/ Richard L. Weaver

/S/ Geoff Masters

/S/ Clyde J. Steele