

Harper Creek

AGREEMENT

Between the

HARPER CREEK  
BOARD OF EDUCATION

and

THE HARPER CREEK  
EDUCATION ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective August 27, 1972  
Through August 26, 1974

Harper Creek Community Schools  
835 Golden Avenue  
Battle Creek, Michigan

## TABLE OF CONTENTS

	Page
Act of God Days	16
Bargaining Unit	2
Bereavement Leave	10
Calendar - 1972-73	Appendix A
Calendar - 1973-74	Appendix B
Check Stub Identification	24
Duration	27
Grievance Procedure	16
Grievance Procedure, First Step	17
Grievance Procedure, Second Step	17
Grievance Procedure, Third Step	18
Insurance	25
Jury Duty	12
Lunch Duty - Secondary	14
Lunch Duty - Elementary	15
Management Rights	4
Maternity Leave	11
Membershi	3
Military Leave	12
Miscellaneous	26
PTSA and PTA Organizations	14
Personal Leave	11
Political Leave	11
Preamble	1
Professional Development and Educational Improvement	13
Professional Growth Loss Of Pay Requirement	22
Recognition	2
Reduction in Staff	6
Sabbatical Leave	25
Salary Schedule	20
School Hours - Secondary	15
School Hours - Elementary	15

	Page
Sick Leave and Sick Leave Notice	9
Staff Rooms	12
Substitute Teachers	10
Teacher Assignment	7
Teacher Assignment to Non-Professional Tasks	7
Teacher Evaluation	8
Teacher Tenure	9
Teachers' Professional Working Responsibilities	9
Teachers Rights	4
Teaching Load	6
Terms and Conditions of Employment	6
Vacancies, Promotions and Transfers	8
Work Stoppage	26
Work Year, Week, Day and Assignment	9

AGREEMENT BETWEEN THE BOARD OF EDUCATION  
AND  
THE HARPER CREEK EDUCATION ASSOCIATION

PREAMBLE

THIS AGREEMENT made and entered into this 27th day of August, 1972, 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: BARGAINING UNIT.

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, continuing, 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.
- (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.

## SECTION 2: MEMBERSHIP.

- (a) Teachers who join the Association shall within thirty (30) days of the beginning of their employment hereunder, sign and deliver to the Board an assignment authorizing the deduction for membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) or pay the cash equivalent to the Association upon such conditions as the Association shall establish.
- (b) Temporary or substitute teachers shall not be required to join the Association or pay a service charge thereto. Teachers, except temporary or substitute, hired during the school year shall within thirty (30) days be required as a condition of employment to tender the pro rata amount of the membership dues or service charge.
- (c) Any teacher who does not join the Association within thirty (30) calendar days from the date of commencement of teaching duties, shall as a condition of employment pay a fee to the Association equal to the membership dues of the H.C.E.A., M.E.A., and N.E.A., provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph (a) of this Article. The procedure in all cases of discharge for violation of this Article shall be as follows: The Association shall immediately notify such teacher that his services will be terminated at the end of the school year, provided the Association has complied with the following:
  - (1) Fulfillment of the requirement and necessary items set forth in Section 2.
  - (2) Fulfillment of its obligations by sending written notice to the teacher that he has an obligation to tender dues or service charge, the date for such obligation, the amount of such tender, and to whom tender is to be made.

A copy of such notice shall be sent to the Board.

- (3) Fulfillment of its obligations by sending written notice to the teacher (copy to the Board) that he has not fulfilled his obligation by the requisite date or reasonable period of time thereafter, and that a request for his termination at the end of the school year is being sent to the Board.
- (d) This article shall not apply to teachers who were employed by the Board prior to the end of the 1970-71 school year and who were not members of the Association during the year of 1970-71. (Grandfather clause)
- (e) The Association, shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with Section 2, Article I. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any teacher discharged under this section.

#### ARTICLE II - MANAGEMENT RIGHTS

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.

#### ARTICLE III - 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 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.

SECTION 3:

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 4:

The Board shall encourage the Association to become actively involved in planning and evaluating educational programs. The adoption of new programs is subject to Board approval.



#### ARTICLE IV - REDUCTION IN STAFF

In the event a reduction in staff is necessary due to a decrease in students, educational revisions or budgetary or financial considerations, the following procedure shall be applied:

- (a) In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those qualified teachers possessing current teaching certificates with the longest period of continuous service in the school district who are qualified to teach in those areas or disciplines to be preserved. That is, layoff will be based but not in rank order on certification, grade or subject taught, and length of service in the District.
- (b) When the Board establishes the actual number of teachers to be affected, the Central Administration will determine the list of people to be laid off.
- (c) Normal attrition will be used. That is, teachers who resign will not be replaced if there are qualified teachers available in the District who would agree to transfer to an open position.
- (d) Teachers who are laid off will be recalled in reverse order of layoff to fill openings as they arise and the teacher is qualified. When a teacher is notified of an opening he will immediately state if he is available and able to take the position. He must accept in five (5) days or his name will be removed from consideration.

#### ARTICLE V - 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.

The proposed teaching load for first and second grades for the 1972-74 school years shall be no more than 28 pupils. The Board shall endeavor to reduce the size of any first or

second grade class that exceeds this number. The vehicle for enforcing this proposed provision shall be the cooperative effort of teachers, parents and administrators.

- (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, written notice of such vacancies and qualifications, shall be posted in each building in the District and, during the summer, mailed to the president of the H.C.E.A. No vacancy shall be filled within five (5) school (working) days, or seven (7) calendar days during vacations and summer, from the date on notification of such vacancy except that a vacancy may be filled without the seven (7) day restriction during the two (2) weeks prior to the first student day.

- (a) Qualified Harper Creek personnel who apply for any vacancy or new position shall be given consideration along with other applicants from outside of the District.
- (b) Any teacher who shall be transferred to a supervisory or administrative position and shall later return to teacher status shall be bound by all provisions of the current contract.

#### 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, 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: WORK YEAR, WEEK, DAY AND ASSIGNMENT.

- (a) Each teacher shall be on duty and work the hours required to accomplish his total teaching assignment and responsibility.
- (b) Tardiness for Work - After sufficient warnings have been given to teachers who are repeatedly tardy or leave early and have been reminded in writing by the principal of their dereliction to duty, they shall be docked for the time five (5) or more minutes, 1/4 hour; sixteen (16) minutes, 1/2 hour; thirty-one (31) minutes, 3/4 hour and etc.

## SECTION 9: TEACHERS' PROFESSIONAL WORKING RESPONSIBILITIES.

Supervision of students is the teacher's responsibility during working hours. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge.

## SECTION 10: 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) Each teacher shall notify the administration by 7:00 a.m. or before of his intended absence stating the nature of leave.
- (b) Sick leave cannot be transferred from one employee to another.
- (c) 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.
- (d) 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.
- (e) Accumulated sick leave time shall terminate upon severance of employment.

#### SECTION 11: 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, fiance, 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. It is expressly understood that limitations mentioned are for each such occurrence.

#### SECTION 12: 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 13: 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 14: 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 15: 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 16: 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 17: 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 18: 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 19: 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 ( $\frac{2}{3}$ ) 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 credits were needed to qualify for current status. If a teacher earns more than the required credits in any time period, one-half ( $\frac{1}{2}$ ) of the additional credits may be carried to the next time period. A maximum of one-third ( $\frac{1}{3}$ ) of the required credits may be met by auditing a college class.
- (b) The following may be considered as local credits if so desired and the administration must be notified by the teacher:
  - (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 20: 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 21: LUNCH DUTY - SECONDARY.

All secondary teachers shall be scheduled for a duty free, uninterrupted lunch period, of not less than thirty (30) minutes. Each teacher will be paid \$2.50 per half hour lunch period to serve noon duty on a permanent basis for the entire year.

In the event that the number of persons deemed necessary for supervision by the building administration are not available, under the conditions of paragraph 1, supervision would revert to the provisions of the previous contract (1971-72)\* which provides that each teacher may be assigned noon supervision one (1) in seven (7) days without compensation.

Teachers must assume an active role in supervision and maintain conduct levels acceptable to the administration or will be subject to replacement with another staff member.

\*(1971-72 - 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.  $\frac{180}{7} = 26$ )

SECTION 22: LUNCH DUTY - ELEMENTARY.

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 23: SCHOOL HOURS - SECONDARY.

The hours of the secondary school shall be 8:15 a.m. to 2:35 p.m.

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

SECTION 24: SCHOOL HOURS - ELEMENTARY.

The hours of elementary school shall be 9:05 a.m. to 3:20 p.m. The hours for kindergarten shall be 9:05 a.m. to 11:45 a.m. and 12:30 p.m. to 3:20 p.m.

- (a) Elementary teachers will be in the building at 8:25 a.m. and allowed to leave when students have been properly dismissed and cleared from the building, unless it is the day on which they have been assigned bus duty on a rotating basis.
- (b) 8:25 a.m. to 8:55 a.m. shall be designated as teacher preparation planning time. Teachers shall not be in charge of students, except those who have been assigned duty on a rotating basis of not more than one (1) in five (5) days. This duty shall be located in an area designated by the principal. Classrooms shall not be used for this purpose, the excep-

tion being those classrooms of teachers on duty may be used if necessary. This duty shall begin at 8:45 a.m. and end at 8:55 a.m. when students may report to their regular classrooms.

- (c) Nothing in this agreement shall preclude a teacher from voluntarily permitting students in his room.
- (d) On Fridays and days preceding holidays teachers may be excused at the end of the regular school day at the discretion of their building principal.

#### SECTION 25: ACT OF GOD DAYS.

- (a) When school is forced to be closed because of unavoidable conditions, such as bad weather, breakdown of equipment, etc., all teachers shall report to work unless announced by radio not to report. Under extreme and unusual conditions, the Superintendent may determine when working conditions are unsuitable and the teachers may be excused from work.
- (b) If it is feasible and practical for an employee to work and the employee does not report for work at his regularly scheduled time or as soon as possible thereafter (10 a.m.), the time loss will be deducted from the employee's pay at the discretion of the Superintendent of Schools.
- (c) If it is not feasible and practical for the employee to report at his regularly scheduled time or as soon thereafter as possible (10 a.m.), then the employee may call the building and the principal shall make the decision as to whether the employee can be excused without loss of pay.

#### ARTICLE VI - 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 week-days Monday through Friday being as if they were school days in determining the time limits set forth above.



ARTICLE VII - SALARY SCHEDULES

SECTION 1: For the school year 1972-73, the following salary schedule shall apply:

Years Allowed Experience	Bachelor Degree	Master Degree	Specialist Degree
0	\$ 8,197	\$ 8,703	\$ 9,152
1	8,566	9,095	9,564
2	8,951	9,504	9,994
3	9,354	9,932	10,444
4	9,775	10,379	10,914
5	10,215	10,846	11,405
6	10,675	11,334	11,918
7	11,155	11,844	12,454
8	11,657	12,377	13,014
9	12,182	12,934	13,600
10	12,730	13,516	14,212
11	13,303	14,124	14,852
12		14,760	15,520

The base salary for Non-Degree will be \$6,850 with increments of 4.5% compounded.

SECTION 2: For the school year 1973-74, the following salary schedule shall apply:

Years Allowed Experience	Bachelor Degree	Master Degree	Specialist Degree
0	\$ 8,550	\$ 9,078	\$ 9,546
1	8,935	9,487	9,976
2	9,337	9,913	10,424
3	9,756	10,359	10,893
4	10,195	10,825	11,383
5	10,653	11,311	11,894
6	11,132	11,820	12,429
7	11,632	12,351	12,987
8	12,156	12,906	13,572
9	12,702	13,486	14,182
10	13,273	14,093	14,819
11	13,870	14,726	15,486
12		15,388	16,181

The base salary for Non-Degree will be \$6,850 with increments of 4.5% compounded.

SECTION 3:

The salary schedules are based on forty (40) weeks, teachers working more than forty (40) weeks shall be paid at the rate of two and one-half ( $2\frac{1}{2}$ ) per cent of their base salary per week.

SECTION 4:

All hours above the B. A. degree shall be compensated for in the following manner:

- (a) First fifteen (15) hours must be attained in and applicable to an approved M. A. 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 M. A. 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 M. A.) must be attained in and applicable to an approved M. A. 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) This shall be a one-time payment. The reimbursement is to be made within four (4) months after successful completion of the course.
- (e) All courses shall be related to the program.
- (f) Payment will be made upon showing receipt and grade card to Business Office.
- (g) No reimbursement shall be made on classes already being reimbursed.
- (h) Reimbursement shall be made free of all taxes and all other deductions.

SECTION 5:

All hours above the M. A. degree shall be compensated for

in the following manner:

- (a) Hours earned above the M.A. 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) This shall be a one-time payment. The reimbursement is to be made within four (4) months after successful completion of the course.
- (c) Classes must be approved in advance of registration.
- (d) Payment will be made upon showing receipt and grade card to Business Office.
- (e) No reimbursement shall be made on classes already being reimbursed.
- (f) Reimbursement shall be made free of all taxes and all other deductions.

SECTION 6: PROFESSIONAL GROWTH LOSS OF PAY REQUIREMENT.

Teachers failing to meet the professional growth requirements shall receive all benefits of new contract with the exception that they will be paid at the same teaching salary that they received the last year in which they were current.

SECTION 7:

To be placed upon the B. A. 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 8:

For the school years 1972-73 and 1973-74 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 9:

For the duration of this contract all non-athletic extra assignments shall be paid on the following basis:

Band Concerts and Programs:	
Senior High	\$900.00
Junior High	475.00
Cheerleader Supervision:	
Senior High	276.00
Junior High	138.00
Class Advisors:	
Sophomore	140.00
Junior	184.00
Senior	230.00
Dramatics - Senior High	184.00
Follies Director - Senior High	190.00
Girls Athletic Association	528.00
Strings, Concerts and Programs	145.00
Vocal Concerts and Programs:	
Junior and Senior High	294.00
Pom Pon Advisor	230.00
Pep Club Advisor:	
Senior High	230.00
Junior High	46.00
Foreign Language, Travel Seminars:	
French	192.00
Expenses	150.00
Spanish	368.00
Expenses	200.00
Driver Education - Senior High	5.75
Art Club Sponsor	130.00

SECTION 10:

Coaching and extra-assigned duties (non-athletic) that do not go a full school year will be paid at the end of the

assignment. If the assignment goes a full school year the payment will be spread over the individual's pay periods.

Teachers must request in writing payment through their administrator for services rendered. The administrator will notify payroll department in writing as soon as request is received.

SECTION 11:

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

$$\frac{\text{Annual Salary}}{6 \text{ periods} \times 180 \text{ days}}$$

SECTION 12:

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 13:

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, to receive payment for second semester, and not later than July 15, to receive payment for succeeding school year.

SECTION 14:

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.

SECTION 15: 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.

ARTICLE VIII - INSURANCE

SECTION 1:

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

- (a) FULL-FAMILY: For the duration of this agreement the Board of Education shall provide \$45.00 per month per teacher toward BC-BS MVFII or MESSA Super Med or other Board approved carriers.
- (b) INDIVIDUAL COVERAGE: For the duration of this agreement the Board of Education shall provide \$22.50 per month per teacher toward BC-BS MVFII or MESSA Super Med or other Board approved carriers.
- (c) OPTIONS: For the duration of the contract the Board of Education shall pay up to \$15.00 per month per teacher for those not electing coverage under (a) or (b) above, toward the following MESSA-sponsored option program:
  - (1) Long-term Disability Insurance
  - (2) Loss of Time Insurance
  - (3) Group Term Life Insurance
  - (4) Dental Care Insurance

SECTION 2:

For the duration of this agreement 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 five thousand dollars (\$5,000) upon death.

ARTICLE IX - 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 Board of Education on the recommendation of the superintendent.

ARTICLE X - WORK STOPPAGE

In accordance with Section 1 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.

ARTICLE XI - MISCELLANEOUS

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.

SECTION 2:

The Board will make available to the Association, within twenty-five (25) calendar days after the execution of said agreement, two hundred fifty (250) copies of this agreement, provided that the Board and the Association share all costs for the preparation of said document.

ARTICLE XII - CALENDAR

SECTION 1:

For the school year 1972-73 the calendar shall be as follows:

Appendix A

SECTION 2:

For the school year 1973-74 the calendar shall be as follows:

Appendix B



ARTICLE XIII - DURATION

SECTION 1:

This agreement shall be effective the 27th day of August, 1972 and shall continue in full force and effect until the 27th day of August, 1974. 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

James A. Miller  
James Miller, Chief Negotiator

Melvin Nelson  
Melvin Nelson, President

Gloria Diehm  
Gloria Diehm, Committee Member

Judy Hollis  
Judy Hollis, Committee Member

Silver Lee Garske  
Silverlee Garske, Com. Member

Charles Hutchins  
Charles Hutchins, Com. Member

Ratified 7/18/72

BOARD OF EDUCATION  
REPRESENTATIVES

Donald P. Pobjeda  
Donald Pobjuda, Chief Negotiator

Gordon E. Peckham  
Gordon E. Peckham, Superintendent

C. Glen Walter  
C. Glen Walter, Committee Member

Leland Talbot  
Leland Talbot, President

Nancy Sims  
Nancy Sims, Secretary

Ratified 7/18/72

APPENDIX A  
School Calendar 1972-73

	M	T	W	Th	F	
Aug.	<del>28</del>	29	30	31		3 (T)
Sep.					<del>1</del>	19 (T)
	/4	5	6	7	8	19 (S)
	11	12	13	14	15	(22 T)
	18	19	20	21	22	(19 S)
	25	26	27	28	29	
Oct.	2	3	4	5	6	22 (T)
	9	10	11	12	13*	20 (S)
	16	17	18	(19)	(20)	(44 T)
	23	24	25	26	27	(39 S)
	30	31				
Nov.			1	2	3**	20 (T)
	6	7	8	9	10	20 (S)
	13	14	15	16	17	(64 T)
	20	21	22	<del>23</del>	<del>24</del>	(59 S)
	27	28	29	30		
Dec.					1*	16 (T)
	4	5	6	7	8	16 (S)
	11	12	13	14	15	(80 T)
	18	19	20	21	22	(75 S)
	<del>23</del>	<del>24</del>	<del>27</del>	<del>28</del>	<del>29</del>	
Jan.	<del>1</del>	2	3	4	5	22 (T)
	8	9	10	11	12	21 (S)
	15	16	17	18	19	(102 T)
	22	23	24	25	(26)	(96 S)
	29	30	31			

  

	M	T	W	Th	F	
Feb.				1	2	20 (T)
	5	6	7	8	9	20 (S)
	12	13	14	15	16	(122 T)
	19	20	21	22	23	(116 S)
	26	27	28			
Mar.				1	2	22 (T)
	5	6	7	8	9*	22 (S)
	12	13	14	15	16	(144 T)
	19	20	21	22	23	(138 S)
	26	27	28	29	30**	
Apr.	2	3	4	(5)	(6)	16 (T)
	9	10	11	12	13	14 (S)
	<del>16</del>	<del>17</del>	<del>18</del>	<del>19</del>	<del>20</del>	(160 T)
	23	24	25	26	27*	(152 S)
	30					
May		1	2	3	4	22 (T)
	7	8	9	10	11	22 (S)
	14	15	16	17	18	(182 T)
	21	22	23	24	25	(174 S)
	<del>28</del>	29	30	31		
Jun.					1	
	4	5	6	7	8	9
						7 (T)
						6 (S)
						(189 T)
						(180 S)

Aug. 29 New Teachers only  
 Aug. 30-31 Returning Teachers  
 Sept. 4 Legal Holiday  
 \*Oct. 13 End of 1st Mark.Per.  
           Grades 1-6  
 Oct. 19-20 Par.-Teach.Con. (K-12)  
 \*\*Nov. 3 End of 1st Mark.Per.  
           Kdg. and Sec. (7-12)  
 Nov. 23-24 Legal Holiday  
 \*Dec. 1 End of 2nd Mark.Per.  
           Grades 1-6  
 Dec. 25-Jan 1. School Recess

Jan. 26 End of 1st Semester  
           (no school for students)  
 \*Mar. 9 End of 4th Mark.Per.  
           Grades 1-6  
 \*\*Mar. 30 End of 3rd Mark.Per.  
           Kdg. and Sec. (7-12)  
 Apr. 5-6 Par.-Teach.Conf. (K-12)  
 Apr. 16-20 Spring Recess  
 \*Apr. 27 End of 5th Mark.Per. 1-6  
 May 28 Legal Holiday  
 June 8 Last Day for Students  
 June 9 Last Day for Teachers

APPENDIX B  
School Calendar 1973-74

	M	T	W	Th	F			M	T	W	Th	F	
Aug.	<del>27</del>	28	29	30	<del>31</del>	3 (T)	Feb.					1	20 (T)
Sep.	<del>7</del>	4	5	6	7	19 (T)		4	5	6	7	8	20 (S)
	10	11	12	13	14	19 (S)		11	12	13	14	15	(122 T)
	17	18	19	20	21	(22 T)		18	19	20	21	22	(116 S)
	24	25	26	27	28	(19 S)		25	26	27	28		
Oct.	1	2	3	4	5	23 (T)	Mar.					1	21 (T)
	8	9	10	11	12*	21 (S)		4	5	6	7	8*	19 (S)
	15	16	17	18	19	(45 T)		11	12	13	14	15	(143 T)
	22	23	24	(25)	(26)	(40 S)		18	19	20	21	22	(135 S)
	29	30	31					25	26	27	(28)	(29)**	
Nov.				1	2**	20 (T)	Apr.	1	2	3	4	5	16 (T)
	5	6	7	8	9	20 (S)		<del>8</del>	<del>9</del>	<del>10</del>	<del>11</del>	<del>12</del>	16 (S)
	12	13	14	15	16	(65 T)		<del>13</del>	16	17	18	19	(159 T)
	19	20	21	<del>22</del>	<del>23</del>	(60 S)		22	23	24	25	26*	(151 S)
	26	27	28	29	30*			29	30				
Dec.	3	4	5	6	7	15 (T)	May			1	2	3	22 (T)
	10	11	12	13	14	15 (S)		6	7	8	9	10	22 (S)
	17	18	19	20	21	(80 T)		13	14	15	16	17	(181 T)
	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	(75 S)		20	21	22	23	24	(173 S)
	<del>31</del>							<del>27</del>	28	29	30	31	
Jan.	<del>1</del>	2	3	4		22 (T)	Jun.	3	4	5	6	7	8 (T)
	7	8	9	10	11	21 (S)		10	11	12			7 (S)
	14	15	16	17	18	(102 T)							(189 T)
	21	22	23	24	(25)	( 96 S)							(180 S)
	28	29	30	31									

Aug. 28	New Teachers only	Jan. 25	End of 1st Semester
Aug. 29-30	Returning Teachers		(no school for students)
Sept. 3	Legal Holiday	*Mar. 8	End of 4th Mark.Per.
*Oct. 12	End of 1st Mark.Per.		Grades 1-6
	Grades 1-6	Mar. 28-29	Par.-Teach.Conf. (K-12)
Oct. 25-26	Par.-Teach.Conf. (K-12)	**Mar. 29	End of 3rd Mark.Per.
**Nov. 2	End of 1st Mark.Per.		Kdg. and Sec. (7-12)
	Kdg. and Sec. (7-12)	Apr. 8-15	Spring Recess
Nov. 22-23	Legal Holiday	*Apr. 26	End of 5th Mark.Per.
*Nov. 30	End of 2nd Mark.Per.		Grades 1-6
	Grades 1-6	June 11	Last Day for Students
Dec. 24-Jan. 1	School Recess	June 12	Last Day for Teachers