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MASTER AGREEMENT  
BETWEEN  
HARRISON BOARD OF EDUCATION  
AND  
HARRISON EDUCATION ASSOCIATION  
1971 - 1972

Harrison Board of Edu.

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8/26/71 - 8/30/72

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PROPOSED EDUCATION ASSOCIATION  
AGREEMENT, 1971 - 1972

This Agreement entered into this 26th day of August 1971, by and between the School District of Harrison the City of Harrison, Michigan, hereinafter called the "Board" and the Harrison Education Association, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Harrison 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 has a statutory obligation, pursuant to the Public Employment Relations Act, 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

## ARTICLE I

### Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all teaching personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Principal and Elementary Supervisor. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement.
- C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

## ARTICLE II

### Association and Teacher Rights

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

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

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m. Forty-eight hours notice will be given unless waived by building administrator. The building principal has the right to assign the room.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district mail service does not include paying postage, and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Provided such insignia, pins, etc., are not distracting to normal operation of the school.

G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

H. The Association shall be given an opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

### ARTICLE III

#### Rights of the Board

A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

### ARTICLE IV

#### Salary Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership at the time of employment, shall as a condition of employment pay as a fee to the Association, an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A of this Article, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. Deduction of \$5.00 membership dues for HEA will be made from the first September pay check. The Board agrees promptly to remit to the HEA all money so deducted, accompanied by a list of teachers from who the deduction has been made.

D. Upon written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities or other plans or programs jointly approved by the Association and the Board. The Board will remit such deducted funds to one commercial agent and the HEA only.

ARTICLE V

Teaching Hours and Class Load

A. The normal weekly teaching load in the Intermediate and Senior High School will be 25 hours of teaching and 5 hours of preparation.

B. Elementary teachers will be in the building at 8:30 A.M. and at their first teaching station 15 minutes before their first class begins. These teachers shall be permitted to leave at 3:45 P.M.

This item will be settled upon mutual agreement of the administration and the teachers.

High School - 5:45 a.m. - 12:30 p.m.

or

6:45 a.m. - 1:30 p.m.

Intermediate School - 10:45 a.m. - 5:30 p.m.

or

11:45 a.m. - 6:30 p.m.

Those teachers whose classes do not fall within these scheduled times shall either begin 15 minutes before and stay until 30 minutes after their scheduled classes or begin 30 minutes before and stay until 15 minutes after their scheduled classes.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day and attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on and before days preceding holidays or vacation, the teacher's day shall end at the close of the pupils' days.

C. All Elementary teachers shall be entitled to a duty-free uninterrupted lunch period, except for those who accept the duties for reasonable compensation. The lunch period will not be more than 60 minutes nor less than 45 minutes for the Elementary.

D. Elementary teachers will be provided two fifteen minute relief periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.



F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his hourly rate for each teaching period in excess of such norms. Example: 
$$\frac{\text{annual salary}}{\text{number of hours taught per year}}$$

G. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

H. A teacher who has been appointed to extra curricular duty of taking tickets at athletic games shall receive \$5.00 per game.

#### ARTICLE VI

##### Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

#### ARTICLE VII

##### Teaching Conditions

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

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

1. Elementary	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth Grade	18	25



B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

D. The Board will provide:

1. A desk for each teacher in the district with drawer space.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. Adequate storage space in each classroom for instructional materials.
6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
7. Gym uniforms for physical education teachers, laboratory coats for laboratory science teachers, shop coats for industrial education teachers. The school will provide said items and teachers will launder said items.

E. To relieve teachers of cafeteria, patrol and bus duty not less than 2 full time aides will be engaged in each elementary school responsible to the administration. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, collecting moneys for milk and lunch, and similar non-professional responsibilities.

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

G. The Board shall make available in each school adequate lunch-area, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Adequate janitorial services will be provided for these facilities.

H. Office telephone facilities shall be made available to teachers for their reasonable use, local personal calls only, tollcalls paid for by the caller.

Telephones will also be made available in the teachers' lounges for local calls. Long distance calls to be made from the office.

I. Upon the request of the Association, coffee vending machines shall be installed in the teachers' lounge and lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered by the Association.

J. Adequate off street parking facilities shall be provided, adequately lighted, and properly maintained exclusively for employee use.

K. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing, except in cases of immediate danger to the health and welfare of the students.

L. The Board agrees to relieve all teachers of playground duty and supervision of playground aides, except for those teachers who accept the duties for compensation as stated in Article XX, Section B.

M. The Board agrees to relieve all teachers of the tasks of initial enrollment and the recording and justification of attendance books.

N. It is the full responsibility of all teachers to grade report cards, but not to transfer grades and other information to CA 39 forms.

O. Teachers will not be required to drive students home, except in cases of Driver Education students.

P. Department chairman, if selected, will not be considered as supervisory employees, unless 50 or more per cent of his time is spent in a supervisory capacity.

#### ARTICLE VIII

##### Qualifications and Assignments

A. The employment of teachers upon special certificates is to be limited to cases of absolute necessity and the Association shall be so notified in each instance at the beginning of the school term or whenever hired during the school year.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure, probationary and then other teachers in the employ of the district.

## ARTICLE IX

### Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. An involuntary transfer will be made only in a case of emergency or to prevent undue disruption of the instructional program. The Superintendent or designated representative shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- C. 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.
- D. The Board agrees to post notice of administrative vacancies on the teachers' bulletin boards fifteen (15) days prior to permanently filling those vacancies. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- E. The Board recognizes the desirability of filling vacancies in teaching positions from within its' own teaching staff. Whenever a vacancy arises, the Superintendent shall promptly post notice on the Bulletin Board of each school building for no less than one week (except in case of emergencies with the agreement of the Association President) before the position is filled. In filling a vacancy within the teaching staff, the Board agrees to give new weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

## ARTICLE X

### Illness or Disability

A. At the beginning of each school year each teacher shall be credited with a ninety day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, or his immediate family. This is subject to provisions of the Income Protection Plan. Sick leave is not accumulative from year to year.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current school year and the leave may be renewed each year upon written request by the teacher and approval of the Board.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmens Comp law shall receive from the Board the difference between any income received from any insurance provided by the Board, and his regular salary for a period of 100 working days. These days shall not be charged against sick leave.

## ARTICLE XI

### Personal Business

A. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day. Personal business shall be generally defined as "activities of a business nature" that cannot be carried out on days when school is not in session. Unused portions of such leave shall not accumulate.

B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. Each teacher shall be allowed up to five (5) days leave, without loss of compensatoon, for a death in the family. Family shall include spouse, father and mother of teacher or spouse, grandmother and grandfather of teacher or spouse, son or daughter of teacher or spouse, grandchildren of teacher or spouse, brother or sister of teacher or spouse; or others at the descretion of the Superintendent or his designates. Such leave will not be deducted from accumulated sick leave.

D. At the beginning of every school year the Association shall be credited with five (5) days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association. No more than two (2) teachers will be allowed said leave at any one time. The Association agrees to notify the building administrator no less than 48 hours of the date for intended use of said leave.

## ARTICLE XII

### Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; Provided said teacher states his intention to return to the school system. 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.

B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in time of declared war 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.

C. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave. The Board may grant credit for time in office. Such leaves may begin at the beginning of the school year and may not terminate before the beginning of the school year.

D. Maternity leave of up to one (1) year shall be granted, commencing not later than the end of the sixth (6) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the Probate Court. A teacher returning from the leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave unless she has taught more than one-half ( $\frac{1}{2}$ ) of the school year, in which case she will be placed on the following step of the **salary** schedule upon return.



E. A leave of absence may be granted to further one's education. Such leave will be granted at the discretion of the Superintendent and without compensation. Such leave will be requested in writing stating beginning and ending date of such leave.

F. Individuals on leaves of absence shall be allowed to retain membership in fringe benefit programs at one's own expense, if agreeable with insurance carriers.

G. One teacher from each building (Amble, Harrison Elementary, Intermediate and Senior High) will be allowed leave at any one time in the case of A-C-E combined. Priority lists will be prepared by the Association. Final authority will be left with the Board.

H. Any teacher on leave must apply, in writing, by April 15, prior to expiration of his leave, for reinstatement.

### ARTICLE XIII

#### Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to society.

## ARTICLE XIV

### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. A minimum of one evaluation shall be made on each teacher by the immediate supervisor before March 15 of each school year. Informal evaluations may be made when deemed advisable by the Principal.
- B. Evaluations shall be conducted by the teacher's immediate supervisor.
- C. Each observation shall be made in person. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.
- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide for a hearing where requested.
- F. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

## ARTICLE XV

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

## ARTICLE XVI

### Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. The Board agrees to provide upon application and subject to approval of the Superintendent the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

C. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

D. The Board agrees to pay a sum up to \$20.00 per year per department for dues for membership in one of the following recognized professional educational organizations of teachers in a participating curriculum subject area or grade level in whose activities a teacher may participate:

1. Michigan Business Education Association
2. Michigan Association for Childhood Education
3. Michigan Counsellors Association
4. Michigan Driver Education Association
5. Michigan Council for Exception Children
6. Michigan Home Economics Section of the American Vocational Association
7. Michigan Association for Health, Physical Education and Recreation
8. Michigan Association of School Librarians
9. Michigan Science Teachers Association
10. Michigan Council of Teachers of Mathematics
11. Reading Clinic
12. Michigan Council for the Social Studies.

## ARTICLE XVII

### Reductions in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, the Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent or continuing certificates having the longest service in the district in their competency. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher and vice versa.

## ARTICLE XVIII

### Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, any member or any persons acting under the direction of the Association will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Harrison Community Schools, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.

## ARTICLE XIX

### School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from this calendar except by mutual agreement of the Board and the Association.

B. Two teacher institute days shall be observed. One or both may be used for in-service training upon agreement of the Board and the Association. At least one day shall be provided at the end of each semester for the completion of teacher records when children shall be excused from attendance.

## ARTICLE XX

### Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the term of this Agreement.

B. All teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

C. The teacher will be paid an additional twenty (\$20) dollars for every hour earned after educational requirements have been met for permanent certification. This money shall be paid upon presentation of permanent certification credits and paid only once for each credit earned.

D. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their hourly rate.

E. A teacher's hourly rate is to be determined by dividing his basic salary for the year by the number of hours he teaches per day times the number of days for which he is assigned students.

F. Teachers involved in extra duty assignments set forth in Schedules B-1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

H. Special education teachers will be paid on either the Schedule of the Clare County Intermediate School District, or the schedule of the Harrison School District, depending on which schedule is higher.

## ARTICLE XXI

### Special Teaching Assignments

A. Assignments for Adult Education and Summer School programs, excluding Driver Education, will be made by the Board on the basis of preference to teachers possessing teaching certificates, regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School program. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, calculated on the basis of the 1969-70 salary schedule.

B. The Board agrees at all times to maintain a list of certified substitute teachers. Elementary and Intermediate teachers shall be informed of a telephone number they must call before 7:15 a.m. to report unavailability for work, anyone calling after that time may lose a days pay. High School teachers will call by 5:45 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. If additional programs are offered for which allocations can not meet the hourly rate as stated in paragraph A, negotiations will be reopened by request of either party.

## ARTICLE XXII

### Terminal Leave

A. In recognition of services to the school district, a terminal leave payment of \$100 will be paid upon retirement provided the teacher shall have been employed in the school district for at least ten (10) years.

## ARTICLE XXIII

### Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.



B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the office immediately and will furnish the principal, as promptly as his teaching obligations will allow full particulars of the incident in writing and signed by the teacher involved.

D. Suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems appropriate recognition may be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

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

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

G. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, where the damages can be proven to be circumstances not normal to a teaching situation.

H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

#### ARTICLE XXIV

##### Insurance Protection

A. Each teacher and family will be provided with a fully paid Blue Cross health and accident policy (\$50 deductible with ward service). Any increase in benefits will be paid by the subscriber.

B. The Board will provide each teacher with an Income Protection Policy (pending acceptance of carrier). Present policy will remain in effect.

C. The Board shall provide each teacher with a Life Insurance Policy valued at \$3,000.

#### ARTICLE XXV

##### Professional Grievance Procedure

A. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I will not constitute a grievance.

B. A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School Representative whose name will be furnished by the Association to the principal, with the objective of resolving the matter informally.

C. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meetings, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance the Superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the President or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

G. If the Board of Education, the aggrieved Teacher and the Association shall be unable to resolve any grievance, and it shall involve, "an alleged violation of a specific article and section of this agreement", it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, and add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

Both parties agree to be bound by the award of the arbitrator.

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

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

K. If a teacher does not file a grievance in writing with the principal or other designated board representative within thirty (30) school days after the occurrence, then the grievance shall be considered as waived.

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

- (a) The termination of services of or failure to re-employ any probationary teacher:
- (b) The placing of a non-tenure teacher on a third year of probation:
- (c) Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

M. Nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

## ARTICLE XXVI

### Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise which have not been negotiated between them. It is in the public interest that mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings selecting representatives for discussion, furnishing necessary information and otherwise constructively considering the resolving any such matters.

B. No later than April 1 prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1970-1971 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or gaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

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

## ARTICLE XXVII

### Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. 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.

E. Copies of this Agreement shall be mimeographed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

F. Before September 30 of each school year, each teacher shall show evidence of a Tuberculosis free condition.

G. No teacher shall be regularly employed in the school district if they have attained the age of 65 prior to the beginning of the school year. However, any teacher 65 or over who is regularly employed during the 1970-1971 school year shall teach three more years on a year to year contract.

#### ARTICLE XXVIII

##### Discipline Study Committee

A. It is agreed that a discipline study committee composed of administrators and teachers be established to study and present guidelines concerning discipline policies and practices for the future. It is further agreed that this committee shall meet the third Monday of September at 3:45 P.M. and monthly thereafter throughout the school year as long as the need exists to perform these duties. The Committee shall consist of three (3) teachers and three (3) representatives of the Board and shall be empowered with the authority to appoint sub-committees to study individual building-orientated problems. The president of the HEA shall notify all parties of the place of the first meeting.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of August 26, 1971 and shall continue in effect until the 30th day of August 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its' President

By \_\_\_\_\_  
Its' President

By \_\_\_\_\_  
Its' Secretary

By \_\_\_\_\_  
Its' Secretary

By \_\_\_\_\_  
Chairman, Negotiating Committee

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1971



SCHEDULE A

SCHOOL CALENDAR

Aug. 26	All new teachers for meetings
Aug. 27	All teachers report for work
Aug. 30	Students here
Sept. 6	Labor Day
Nov. 15	Deer Season Vacation
Nov. 25 & 26	Thanksgiving Vacation
Dec. 23 thru Jan. 2	Christmas Vacation
Jan. 3	School resumes
Jan. 28	Records Day - no students
Mar. 31 thru April 9	Easter Vacation
Apr. 10	School Resumes
May 28	Baccalaureate
May 29	Memorial Day
June 2	Graduation
June 9	Records Day
November 9 & 10 )	Parent Teacher Conferences for Elementary Schools
April 19 )	

SCHEDULE B

Salary Schedule

<u>EXPERIENCE</u>	<u>BA-BS</u>	<u>MA</u>	<u>MA plus 20 Hours</u>
0	\$7900	\$8400	\$8700
1	8256	8778	9092
2	8611	9156	9483
3	8967	9534	9875
4	9322	9912	10,266
5	9678	10,290	10,658
6	10,033	10,668	11,049
7	10,389	11,046	11,441
8	10,744	11,424	11,832
9	11,100	11,802	12,224
10	11,455	12,180	12,615

SCHEDULE B -1

Additional Compensation For Extra Duties

<u>Activities</u>	<u>Compensation</u>
Forensics	\$ 75
Honor Society	75
F. T. A. Sponsor	75
Student Council	75
Yearbook Sponsor	2% of Salary
Newspaper Sponsor	1% of Salary
Senior Class Play	2½% of Salary
Senior Class Sponsor	\$100
Junior Class Sponsor	75
Sophomore Class Sponsor	25
Freshman Class Sponsor	25
Junior High Class Sponsor	25
Junior High Yearbook Sponsor	1% of Salary
Junior High Newspaper Sponsor	1% of Salary
Counselor and Guidance Director	10% of Salary
Works one week after school is out and begins one week before school starts in the fall.	
Driver Education	\$5 per hour on the road To be paid by hourly rate in the classroom, not to exceed \$8 per hour in the classroom.

A. Two class sponsors shall be assigned to each class. Sponsors shall supervise all activities of their class.

B. Sponsors will be committed on a voluntary basis unless none are available at which time the Association will assign them. Teachers who are interested will sign a form provided by the Administration.

SCHEDULE B-2

Compensation - Athletics

	Per Cent of Salary
Basketball	
Head	10%
Junior Varsity	7%
Junior High & Scouting	6%
Freshmen & Scouting	6%
Football	
Head	10%
Assistant	7%
Head Junior Varsity & Scouting	7%
Assistant Junior Varsity & Scouting	6%
Baseball	7%
Track	7%
Golf	5% + Membership

Scouting shall be scheduled under the direction of the Athletic Director. No more than five (5) scouting assignments shall be made per season for each scout with reasonable notice being given prior to assignment.

Cheerleader Sponsor	
High School (Freshman, Jr. Varsity, & Varsity)	7%
Junior High (7th & 8th Grades)	3%

SCHEDULE C

Professional Grievance Report

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

=====
Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

Signature of Grievant (Use reverse side for additional signature if more than one grievant)

Date: \_\_\_\_\_

Principal's Disposition:

Date: \_\_\_\_\_

Signature of Principal

Association's Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent's Disposition:

Date: \_\_\_\_\_

Signature of Superintendent

Association Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_