

Hartland 8

6/30/71

1970-71

Hartland Consolidated Schools Board of Ed.

MASTER CONTRACT

BETWEEN

BOARD OF EDUCATION,
HARTLAND CONSOLIDATED SCHOOL DISTRICT

AND

HARTLAND EDUCATION ASSOCIATION

M.E.A.—N.E.A.

JUNE 8, 1970

MEA
1216 Kendall
E. Lansing, MI
48823

7/1/70-6/30/71

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**BOARD OF EDUCATION,
HARTLAND CONSOLIDATED SCHOOL DISTRICT**

AND

HARTLAND EDUCATION ASSOCIATION

M.E.A.—N.E.A.

JUNE 8, 1970

This Agreement entered into this 8th day of June, 1970 by and between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan, hereinafter called the "Board", and the Hartland 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 Hartland Consolidated School District 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, 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

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel whether under contract, on leave, employed by the Board or upon employment by the Board, but excluding per diem substitutes, administrators and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position. The term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with any teaching organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

Insofar as provided by 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 enjoyment 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.

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.

The Association may petition for the use of school buildings on the same basis as any other local civic group. Teachers shall have the right to wear insignia pin, or other identification of membership in the Association at any time.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at any reasonable time that does not interfere with or interrupt normal school operations.

The Association shall have the right to use school facilities and equipment, within the school building. Such equipment and facilities, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, must be used 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 and/or shall pay for any necessary repairs and maintenance required as a result of such use.

Designated bulletin board space shall be made available to the Association in each building in which regular classes are held. The Association may use the district mail service and teacher mail boxes for communications to teachers.

ARTICLE II - p. 2

The Board agrees to make available 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.

The Board shall notify the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to consult with the Board with respect to said matters prior to their adoption.

The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board when consistent with the Code of Ethics of the Education Profession. (See Appendix D)

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status.

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

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

Professional Dues or Fees and Payroll Deductions

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 the MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Teachers employed at the beginning of the school year must file their assignment authorization on or before September 15, 1970, whereupon the deduction of membership dues shall be made from the second pay check each month for ten (10) months beginning in September and ending in June.

All teachers who are not a member of the Association will make application for membership within thirty (30) days of their first day of employment or 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 MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph 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 the preceding paragraph, the Board shall terminate said teachers employment at the end of the current semester. 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.

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to remit all monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.

The HEA accepts all costs, expenses and full responsibility for any legal action in opposition to this condition of employment as stated in paragraph two of this article.

ARTICLE V

Teaching Hours and Class Load

Teachers shall report for duty no later than fifteen minutes prior to their first teaching assignment, except that junior high school teachers may be required to report for scheduled teacher meetings prior to the beginning of the junior high school schedule. On days when teachers are required to report but students are not in attendance, all teachers will be present from 8:00 a.m. until 4:30 p.m. unless specifically excused. Teachers will check their mailbox each day immediately prior to leaving.

The normal weekly teaching load in high school and junior high school will be thirty periods. Elementary teachers shall be provided one thirty minute relief period each day. All elementary teachers shall be entitled to a duty free, uninterrupted lunch period of no less than forty minutes. High school teachers will have forty minutes free time for eating lunch immediately following high school. Junior high school teachers will have forty minutes uninterrupted time for eating lunch prior to junior high school.

The Board will attempt to maintain a pupil teacher ratio of twenty-five to one in kindergarten sessions and thirty to one for the balance of the class assignments. In the event that it becomes necessary to exceed these ratios appropriate assistance will be provided. Special classes such as non-graded reading, physical education, vocal music, and band may exceed these conditions. In grades nine through twelve the thirty to one ratio shall apply to the teachers average class load excluding the special classes.

Special teachers shall be provided with relief time in the same extent as other teachers. Counselors and special education teachers shall be provided with relief time when possible consistent with their assignment.

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.

When it is impractical or impossible to secure a substitute teacher, it shall be the responsibility of teachers not assigned to teaching at that time to serve as an emergency substitute. Teachers required to substitute shall be compensated at the same rate as substitute teachers.

Teachers assuming the responsibility of additional students beyond a normal teaching load shall be compensated accordingly. Any teachers not having a full load because of a field trip or other similar circumstance shall be expected to substitute without compensation.

ARTICLE VI

Special Student Programs

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. Teachers believing that such students are assigned to their classroom shall notify the principal and supply him with all necessary information for referral to the proper agency. 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.

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 and 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 within budgetary limitations.

The Board agrees to make available in each school adequate typing and duplicating facilities.

The Board shall make available on each school site adequate lunchroom, restroom and lavatory facilities for teacher use and in each building at least one room appropriately furnished, which shall be reserved for use by the faculty in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

Telephone facilities shall be made available to teachers for their reasonable use in the teacher's lounge.

Upon the request of the Association, vending machines will be installed in the teachers' lounge.

Adequate parking facilities shall be provided and properly maintained.

Teachers shall not be required to work under unsafe or hazardous conditions.

ARTICLE VIII

Professional Qualifications and Assignments

No new teacher shall be employed prior to July 1st by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.

The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance. Upon request the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.

Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance, along with written statement of reasons for such assignment.

All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of August. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. No changes in teachers' schedules will be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, or it becomes necessary to comply with Article V. The Association shall be so notified in each instance.

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and any summer programs that the Board of Education sponsors, shall not be obligatory but shall be with the consent of the teacher. Qualified employees of the district will be given an opportunity to apply for any such positions.

ARTICLE IX

Vacancies, Promotions and Transfers

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.

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year.

The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, with the best candidate available. Whenever a vacancy arises for a full time position, the superintendent shall post notice of same for no less than three weeks before the position is filled and notify the Association. All applicants for the position presently employed by the school district shall be given full consideration for the vacancy, which shall be filled on the basis of the experience, competency and qualifications of the applicant. Any new positions shall be posted with the accompanying job description.

An involuntary transfer will be made only in case of emergency, to comply with other Articles in the Master Contract, to place the best qualified teacher in a position, or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association 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.

Any teacher who shall be transferred to an administrative 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.

ARTICLE X

Illness or Disability

At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. In the event a teacher is confined to a hospital an additional five days of sick leave shall be granted for such hospitalization. Teachers hired after the beginning of the school year shall be credited sick leave on a pro-rated basis. The unused portion of such sick leave allowance and hospitalization allowance shall accumulate from year to year without limitation.

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

A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

A teacher shall be granted up to four days' leave with pay when death occurs in his immediate family. One additional day with pay may be granted for the funeral of someone outside the immediate family whose relationship to the teacher would warrant his attendance at the funeral.

ARTICLE XI

Business

At the beginning of each school semester each teacher shall be credited with two (2) days to be used for business. A business day may be used for any necessary purpose that cannot be accomplished outside of regular school hours. A teacher planning to use a business leave day or days shall notify his principal at least one day in advance, except in case of emergency. Reasonable restrictions may be imposed on business leaves.

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.

ARTICLE XII

School Calendar

HARTLAND CONSOLIDATED SCHOOLS

1970-71 School Calendar

August 27	New Teachers' Day
August 28	All Teachers Report
August 31	All Teachers Report
September 1	First Day of School
September 7	Labor Day - No School
October 12	In-service Training Day - No Students
November 9-10	Parent-Teacher Conferences
November 26-27	Thanksgiving Recess - No School
December 22	Christmas Vacation begins after school
January 4	Classes Resume
January 22	Semester Break - no school for students Elementary Conferences 1/2 day - Records 1/2 day Jr.-Sr. High - Records full day
February 22	In-service Training Day - No Students
April 5-9	Spring Vacation
April 11	Easter
April 16	Conferences - All Schools
May 30	Memorial Day
May 31	No School
June 10	Last Day of Classes
June 11	Teachers finish records
June 13	Commencement & Baccalaureate

ARTICLE XIII

Unpaid Leaves of Absence

A leave of absence of up to two years shall be granted to any tenure teacher for the purpose of serving as an officer of the State or National Association or on its staff.

A leave of absence not to exceed four years but for not less than one year shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.

Requests for any of the above mentioned professional leaves must be submitted by March 1st for the succeeding school year. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

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.

A leave of absence without pay shall be granted for one year, renewable upon application, to any teacher for the purpose of maternity or adoption. The maternity leave shall commence not later than the sixth month of pregnancy, except that when this date falls within one school month of the end of a semester, the teacher may be permitted to complete the semester. Maternity leave requests must be filed not later than the end of the third month of pregnancy, and a doctor's certificate of pregnancy, stating the expected delivery date, must accompany the written request. A teacher shall be entitled to return to service with the Hartland Consolidated Schools only upon certification by a doctor that she is physically capable of performing the duties of teaching.

Any other requests for leaves of absence must be submitted in writing to the Hartland Education Association with a duplicate to the Board of Education. Within two weeks of receipt of the application the Hartland Education Association will file a recommendation for action with the Board of Education. All such applications must be submitted prior to March 1st, except where the reason for the request was not known on March 1st.

ARTICLE XIV

Academic Freedom

It shall be the responsibility of the teacher to accomplish the objectives of the course of study for each subject he is assigned. Adequate methods should be used in pursuit of this objective. Adequate methods are subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Educational Profession. If no course objectives are set forth by the department or school and if a teacher is requested to submit the course objectives, a copy should be returned to the teacher, whether this copy is approved or disapproved, and if disapproved a copy of specific objective should be given.

ARTICLE XV

Teacher Evaluation

The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three times before the first of March, of which one evaluation shall be conducted during the second semester. Tenure teachers shall be evaluated at least once each year prior to January first. If this evaluation is unfavorable, a second evaluation is mandatory prior to March first.

Evaluations shall be conducted by the teacher's building Principal, Assistant Principal, other full-time administrator or other qualified personnel assigned by the superintendent. Probationary teachers, upon request, may have a fourth evaluation. If any of the three required evaluations are unfavorable, a fourth evaluation will be mandatory.

Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Teachers may request that one of their evaluations be done by a certified MEA teacher selected by the HEA.

Refer to Appendix E for evaluation checklist.

Within ten school days of each observation, the observer shall hold a personal interview with the teacher being evaluated. Two copies of the checklist and the written evaluation shall be submitted to the teacher at the time of such personal interview. The teacher will retain one copy and will sign and return the other copy to the administration (signature indicates receipt of the evaluation and not necessarily agreement). In the event that the teacher feels the evaluation was incomplete or unjust he may put his objections or comments in writing within five days after the conference and have them attached to the evaluation report and have them placed in his personal file. All evaluations shall be based upon valid criteria for evaluating of professional competence.

No later than March 1st of each probationary year, a final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy of this evaluation 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 for employment, the Board will provide for a hearing if requested. If a probationary teacher is not continued in employment after having been recommended by the administration for continued employment, the Board will furnish such teacher with a written statement of why the teacher's employment should be terminated.

Each teacher shall have the right upon request to review the contents of his own personal file once each semester with the exception of any confidential credentials from the Placement Bureaus. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. Unauthorized removal or destruction of material contained in this file shall be grounds for dismissal.

A statement of a teachers obligation to the school district shall be developed by the Association and the Board and a copy shall be provided to each teacher.

Refer to Appendix F.

ARTICLE XVI

Professional Behavior

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 or is professionally demeaning.

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 accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

The Association recognizes that abuses of sick leave or other leaves, 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.

A teacher shall at all times be entitled to have present an Association representative or an officer 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. Unless such representative fails to appear within 48 hours.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just causes. Any such discipline, reprimand or reduction in rank, compensation or advantage, 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 and the Association.

ARTICLE XVII

Professional Improvement

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.

The Board agrees to provide upon administration approval, 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. Teachers will submit a brief written report regarding such conferences.

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.

ARTICLE XVIII

Continuity of Operations

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. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

The Board also 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.

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. When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

When the school is closed to students for reasons of illness teachers shall not be required to report for duty.

ARTICLE XIX

Substitutes

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 6:00 a.m. for High School, 7:00 a.m. for Elementary and 7:00 a.m. for Junior High School to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher provided that a qualified substitute is available.

ARTICLE XX

Insurance Protection

Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended by Public Act 27, 1969, the Board agrees to furnish to all teachers the following protection:

The Board shall make payment of insurance premiums for each employee to assure insurance coverage for M.E.A. full family, Super Med Medical Insurance.

The Board will make the various options of MEA Insurance and Blue Cross-Blue Shield Insurance programs available to all teachers with payroll deduction privileges. The programs available to the teachers will be determined by the insurance carrier. In instances where cost of coverage exceeds amount of MEA full family Super Med the Board shall make provision for the excess to be payroll deductible.

In selecting an insurance program, all teachers will be guaranteed a minimum subsidy of \$14.00, except in the case of husband and wife both being employed by the school district. In the case of husband and wife both being employed by the school district, one spouse shall be eligible for the insurance subsidy.

The provisions of this Article shall become effective on Sept. 1, 1970, and the Board shall make premium payments for the month of September for all teachers who qualify for insurance for that month. Proper filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification after their employment. Board insurance contributions will continue each month through August of 1971, for all teachers who are fulfilling the terms of their contracts with the Board and are not in violation with the provisions of the Master Contract.

ARTICLE XXI

Professional Compensation

The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

All teachers shall be given up to five years credit on the Salary Schedule set forth in Appendix A for full years or significant portions thereof of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district, Community College, Business School, College, or University accredited by a recognized accredited agency. Upon being granted a tenure contract, teachers will receive full credit for such outside teaching experience. Up to two years on the salary schedule may be granted for military service. The salary schedule is based upon the regular school calendar as set forth in Article XII and the normal teaching assignment as defined in this Agreement.

Teachers involved in extra duty assignments set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with said provisions.

ARTICLE XXII

Student Discipline and Teacher Protection

The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during all school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students. Whenever it appears that a particular pupil requires the attention of special counsellors, 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.

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

Suspension of students from school may be imposed only by a principal 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.

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. Provided the teacher is not in violation of any published Board policy or administrative regulations, the Board of Education and their designated representatives will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher has not violated any published Board policy or any published administrative regulations.

Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.

No 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 XXIII

Professional Grievance Procedure

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on the form set forth in annexed Appendix C, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within 30 days of the date of the alleged grievance. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

Within three (3) school days of receipt of the grievance, the principal shall meet with the Association's representatives in an effort to resolve the grievance. The principal 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.

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's representatives 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.

If the Association is not satisfied with the disposition of the grievance by 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 Secretary 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.

If the Association is not satisfied with the disposition of the grievance by the board, or if no disposition has been made within the period above provided, the grievance may be submitted to the State Labor Mediation Board.

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 15th 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.

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.

ARTICLE XXIV

Negotiation Procedures

Representatives of the Board and the Associations's bargaining committee will meet for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within 24 hours of ratification.

There shall be three signed copies for purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXV

Miscellaneous Provisions

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 voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

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. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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.

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.

The Board shall furnish printed copies of this Agreement titled "Professional Agreement between the Hartland Consolidated School District and the Hartland Education Association, M.E.A.-N.E.A.," to all teachers employed by the Board.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1970, and shall continue in effect until the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Donald P. Webster
Its President

By Mabel Steinicker
Its Secretary

By David B. Thompson
Chairman, Negotiating Committee

By Frank B. DelVino
Negotiating Committeeman

By Sandra K. Ford
Negotiating Committeeman

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

BOARD OF EDUCATION

By A. Phum
Its President

By Robert Clark MacBride
Its Secretary

By Leon H. Reader
Its Treasurer

By Cl. de E. Mennen
Trustee

By J. Lee
Trustee

By Bob Talamo
Trustee

By C. Neil Blackman
Trustee

Dated this 8th day of

June, 1970.

APPENDIX A

The following shall be the schedule of basic teacher salaries for the 1970-71 school year.

<u>Yrs. Exp.</u>	<u>N.D.</u>	<u>B.A.</u>	<u>BA + 20</u>	<u>M.A.</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>Ph. D</u>
0	5700	7500		8000			
1	6100	7900		8400			
2	6500	8300		8800			
3	6900	8700	8900	9200			
4	7300	9100	9300	9600			
5	7700	9500	9700	10,000	10,200	10,400	10,600
6	8100	9900	10,100	10,400	10,600	10,800	11,000
7	8500	10,300	10,500	10,800	11,000	11,200	11,400
8		10,800	11,000	11,300	11,500	11,700	11,900
9				11,800	12,000	12,200	12,400
10						12,700	12,900

Teachers employed for twelve months will receive 13/10 of the basic salary they would receive for the regular school year. Teachers employed for extra weeks will receive 1/40 of their basic salary for the regular school year for each such extra week. One day's pay shall be computed at 1/185 of a teachers' salary for the regular school year.

Driver Education teachers shall be paid at the rate of \$5.50 per hour.

The Board may exceed the salary schedule by not more than \$400.00 for Type "A" Special Education and \$500.00 for Reading Consultants.

To qualify for the B.A. track of the schedule, the teacher must hold a baccalaureate degree from a college or university approved by the Michigan Department of Education for teacher preparation. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school

To qualify for the B.A. + 20 tract of the schedule, the teacher must meet the qualifications for the B.A. track, hold a Michigan Permanent Teaching Certificate and submit evidence of successful completion of 20 hours of graduate credit beyond the baccalaureate degree.

To qualify for the M.A. track of the schedule, the teacher must hold a master's degree in school administration, guidance and counseling or a subject field recognized by the State of Michigan for certification. The degree must be from a college or university that meets the same requirements as outlined by the B.A. track.

To qualify for the M.A. + 15 track, a teacher must meet the requirements for the M.A. track, hold a Michigan Permanent Teaching Certificate and present evidence of the successful completion of 15 graduate hours of credit beyond the requirements for the M.A. degree.

APPENDIX A - Continued

To qualify for the M.A. + 30 track of the schedule, a teacher must meet the requirements for the M.A. track, hold a Michigan Permanent Teaching Certificate and present evidence of successful completion of 30 graduate hours beyond the Masters degree.

To qualify for the Ph.D. track of the schedule, the teacher must hold a Michigan Permanent Teaching Certificate and have been granted a Ph.D. or an Ed.D. from an accredited university. Except in unusual cases, a certified transcript must be filed at the Central Office as evidence of successful completion of graduate hours.

A teacher may petition the Board for one (1) to four (4) hours of credit past the B.A. degree track towards advancement on the salary schedule for extensive professional growth by travel, study or other means of improvement pertaining to the teacher's field or assignment.

Such petition shall be endorsed by the H.E.A. with their recommendation. The petition must be received by the Board prior to the commencement of such an endeavor and a written report shall be submitted upon completion of such experience.

APPENDIX B

The following shall be the schedule for teachers performing duties as indicated.

I. Athletics	Percentages
Athletic Director	10
Head Varsity Football	10
Asst. Varsity Football	7.5
Head J.V. Football	7
Asst. J.V. Football	6.5
Head Varsity Basketball	10
Asst. J.V. Basketball	7
Freshman Basketball	5.5
Jr. High Basketball	4.5 one team (7 two teams)
Head Baseball	8
J.V. Baseball	5.5
Head Track	8
Asst. Track	5.5
Cross Country	6

- A. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to that level of the B.A. track. Incoming coaches will be given up to five years experience credit, and full credit after being granted teacher tenure.
- B. Payment is to be made in a lump sum at the end of the respective seasons after inventory is made, equipment stored, and the material requisition for the following season is filed with the principal, by the athletic director.

II. G.A.A.

First semester	\$100.00
Second semester	\$100.00

Cheerleading

Football	\$100.00
Basketball' H.S.	\$150.00
Basketball Jr. High	\$ 50.00
Try Outs	\$100.00

- A. The G.A.A. and Cheerleading sponsor will be under the supervision of the athletic director. Guidelines to be established by the athletic director and principal. Suggested guidelines for cheerleading sponsor is two meetings per week, not to exceed 1-1/2 hours each.
- B. Each will be paid at the conclusion of each season or semester upon the recommendation of the athletic director.

APPENDIX B - Continued

III. Student Council Sponsor (1)	\$200.00
F.F.A.	\$250.00
Yearbook	\$400.00
Instrumental Music Director	\$500.00
Senior Class Sponsors (2)	\$200.00 each
Junior Class Sponsors (2)	\$150.00 each
Sophomore Class Sponsors (2)	\$100.00 each
Freshman Class Sponsors (2)	\$ 50.00 each

- A. One half to be paid at the end of each semester for F.F.A., Yearbook and Instrumental Music Director, upon certification by the principal.
- B. Instrumental Music Director duties to include football games, concerts, festivals, stage band, baccalaureate and graduation. Fifteen dollars will be paid to the director each time he accompanies his band to a parade, or event.
- C. Class sponsors will be paid at the end of the second semester. The amount above is to be paid to each individual sponsor.
- D. Vocal Music Instructors will be paid \$40 for each concert.

IV.

- A. The Athletic Director will describe and set forth the duties of ticket manager, timer and scorekeeper.
- B. Ticket manager, timer and scorekeeper will be compensated \$200 per year for home varsity and J.V. football and basketball games. Ticket sellers and bus sponsors will be compensated at \$7.50 per night.
- C. Teachers shall be responsible for sponsoring one extracurricular activity without compensation. A calendar of events will be distributed monthly to all school faculty members.
- D. Extracurricular activities not otherwise compensated (class sponsors, etc.) in addition to the sponsorship cited in paragraph B shall be compensated at \$7.50 per night for dances and other long term activities. Short term activities such as musical programs will be compensated at \$5.00 per night. All activity requests will designate whether sponsors will receive \$7.50 or \$5.00 prior to the event. It is recommended that all dances have two sponsors.
- E. Athletics and other activities are not subject to tenure and the Board may drop any activity.

APPENDIX C - 1

G R I E V A N C E R E P O R T F O R M

Grievance # _____ School District _____ Distribution of Form

G R I E V A N C E R E P O R T

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

S T E P I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

S T E P II

A. Date Received by Superintendent or Designee _____

If additional space is needed in
reporting Sections B 1 & 2 of Step I,
attach an additional sheet.

(Note: Continued on next page)

APPENDIX C - 2

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

S T E P III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

S T E P IV

A. Date Submitted to Mediation _____

B. Disposition of Mediator _____

Signature of Mediator Date of Decision

NOTE: All provisions of Article XXIII of the Agreement Dated June 8, 1970, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D

Code of Ethics

Preamble

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we-

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.

APPENDIX D - 2

10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we-

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organization.

APPENDIX D - 3

In fulfilling our obligations to the profession, we-

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV

Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we-

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

APPENDIX E

Primary Responsibilities as it Pertains to the Classroom*

	<u>S.</u>	<u>N.I.</u>	<u>U.</u>
1. Familiarizes self with subject matter and uses resource materials when appropriate.	_____	_____	_____
2. Communicates with students.	_____	_____	_____
3. Develops enthusiasm toward subject.	_____	_____	_____
4. Draws response from students.	_____	_____	_____
5. Provided for individual differences.	_____	_____	_____
6. Maintains discipline.	_____	_____	_____
7. Fulfills responsibilities as a teacher in the classroom.	_____	_____	_____
8. Explains and works towards objectives.	_____	_____	_____

Secondary Responsibilities as it Pertains to Outside the Classroom

1. Accepts responsibility for personal appearance.	_____	_____	_____
2. Cooperates with teachers.	_____	_____	_____
3. Cooperates with Administration.	_____	_____	_____
4. Communicates with parents.	_____	_____	_____
5. Fulfills responsibilities as a staff member.	_____	_____	_____

Comments

- S--Satisfactory
 N.I.--Needs Improving
 U.--Unsatisfactory

APPENDIX F

IT SHALL BE THE OBLIGATION OF EACH TEACHER IN THE HARTLAND CONSOLIDATED SCHOOL DISTRICT TO:

1. Be adequately prepared to teach each day classes are in session.
2. Stimulate the learning process at all times.
3. Encourage and support the extra-curricular and Community School activities of the school district.
4. Implement the requirements and responsibilities contained in the Master Contract between the Hartland Education Association and the Board of Education.
5. Keep parents adequately informed of their children's progress.
6. Conform to the Code of Ethics of the Education Profession.