

Ratified 2/12/73

Hartland

PROFESSIONAL AGREEMENT

BETWEEN

BOARD OF EDUCATION
HARTLAND CONSOLIDATED SCHOOL DISTRICT

AND

HARTLAND EDUCATION ASSOCIATION

M.E.A. - N.E.A.

1972 - 74

*Hartland Consolidated Schools
Hartland, Michigan 48029*

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This Agreement entered into this 12th day of February, 1973, by and between the Board of Education of the Hartland Consolidated Schools District, Hartland, Michigan, hereinafter called the "Board", and the Hartland Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Hartland Consolidated Schools District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching serving, 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 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. The Association shall keep an accurate record of all materials used and submit it to the business office for billing.

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.

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 local Association also agrees to share published information about public schools which they receive from the State and National Association which the HEA feels would be beneficial to the Hartland Consolidated Schools.

The Board agrees to share information, upon request from the Association, on any new or modified fiscal, budgetary or tax programs, or major revisions of educational policy, which are proposed or under consideration for the district, 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 (as printed in this contract), 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 Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- a. hire and contract with such duly qualified teachers as may be required.
- b. the general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
- c. establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
- d. to make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated Schools District.
- e. determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of education policies, the construction, acquisition, and maintenance of school buildings and equipment, the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

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, 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 Professional Dues in the Association, which sum shall be in the amount of \$150.00 for the school year 1972-73, and shall thereafter be established by the Association. 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. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking sick leave provided for in this contract.

Membership in the Association is not compulsory. However, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment pay a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a teacher shall not pay such Representation Benefit Fee to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may 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, since the

establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non members pay their proportionate share of the costs of obtaining and administering the benefits to be received.

The procedure in all cases of discharge for violation of this Article shall be as follows:

The Association shall notify the teacher of non compliance by certified mail, return receipt requested. Said notice shall detail the non compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non compliance proof of service shall be attached to said charges.

The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding the preceding paragraphs of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

The damages have not resulted from the negligence, midfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board, to a maximum of four (4) deductions per pay beyond the standard deductions.

ARTICLE V

TEACHING HOURS AND CLASS LOADS

Professional responsibility and ethics indicate that teachers shall be available to meet with students, parents, and others in their assigned areas, at least twenty (20) minutes before the beginning, and after the end of the regular school day. The building administrators and Association representatives shall work together to insure the accomplishment of this professional obligation.

The normal weekly teaching load in the middle school and high school will be twenty-five (25) teaching periods, and five (5) preparation/conference periods equal in length to a normal teaching period. The normal teaching period shall not exceed fifty-five (55) minutes. Without his consent, no teacher shall be assigned to more than twenty-five (25) hours of classroom contacts per week. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. This paragraph shall become effective with the Fall Semester of 1973.

Elementary and primary teachers shall be provided one thirty minute period for planning or conferences each day. All elementary and primary teachers shall be entitled to a duty free lunch period of no less than forty minutes. All middle and high school teachers shall be entitled to a duty free lunch period of no less than thirty minutes. In addition, elementary teachers may use for preparation all time during which their classes are

receiving instruction from various teaching specialists.

Playground activity which occurs during recesses is considered part of the education program, and will be supervised by personnel employed specifically for that purpose.

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 in the form of teacher aide or other paraprofessional 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 consistent with their assignment.

No departure from these norms, except in the 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 Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

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. The parties acknowledge that the

primary 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. Both parties recognize that in order to be an effective teacher he must accept the responsibility of management and control in the classroom as well as in the total school program. It is realized by both parties that the effective management of the school requires the involvement and cooperation of each staff member.

The Board agrees at all times to keep the schools reasonably equipped and maintained within financial limitations. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to implement all joint decisions thereon made by its representative and the Association. The Board will undertake to act promptly in reaching a decision based upon the recommendations of its representative and the representative of the Association.

All classroom teachers must provide lesson plans which contain general plans for a week in advance. A copy of such plans must be on file in the principal's office.

The Board has the responsibility to modify, adjust, or change teaching conditions relating to new approaches in classes/programs, including new technological and innovative approaches in the educational programs. Such modifications will be developed in cooperation with the parties involved.

The parties recognize the need for possible new approaches in educational programs. These approaches may result in modifications in staffing and scheduling, length and number of class periods taught, and number of students in a given class. Such modifications will be mutually agreed upon by both parties.

The Association recognizes the importance of participation in meaningful curriculum study, research and revision committees during the school year as a part of professional development and involvement.

Upon the request of the Administration, each teacher shall attend four staff or departmental meetings per school month. Such meetings will be scheduled weekly. However, a meeting may be called at any time if an emergency arises. An agenda shall be provided to the staff one day prior to such meetings. In the event an agenda is not provided, it is assumed the meeting has been cancelled.

Time and locations of all meetings shall be mutually determined by administrators and building representatives.

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 teachers' lounge.

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

Adequate paved and lighted parking facilities shall be provided and properly maintained and identified exclusively for employee use during regular school hours.

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being. The Board will not require a teacher to maintain or instruct or supervise students in a classroom facility that does not meet the "Sanitation Standards for Schools", adopted by the Michigan Department of Health, Regulations 325.721 - 325.746, Michigan Administrative Code, 1954.

ARTICLE VIII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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.

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 two weeks prior to the opening of school. In the event that changes in such schedules are proposed, all teachers affected will 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 community 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. Primary consideration will be given to qualified employees of the district who apply for any such programs sponsored by the Board.

The duties or responsibilities of any position represented by the Association shall not be substantially altered or increased without agreement of the Association.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

Teachers' interests and aspirations will be considered in making assignments. 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 present building administrator, one 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.

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 with notification of such to the Association.

The Board declares its support of a policy of filling vacancies, including the vacancies in supervisory positions, with the best candidate available. Whenever a vacancy arises for a full or part time position, the superintendent shall post notice of same within one week of vacancy occurrence. All applicants both probationary and tenure, 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 experience, competency, and qualifications of the applicant. Any new positions shall be posted with 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.

It is the Board's responsibility to fill any vacancies occurring within an administrative or executive position on a temporary or permanent basis.

When a vacancy occurs on a temporary basis the Administrative Intern Program will fulfill this need.

Any teacher who shall accept 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. Teachers leaving prior to the end of the school year shall be charged pro rata for days used in excess of one day per month worked.

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, chicken pox, or a teacher absent from work because of an injury incurred at the site of employment, shall not be charged with loss of personal sick leave or loss of compensation.

A teacher shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an act of God. If a substitute must be paid, the teacher shall be charged for the absence.

ARTICLE XI

PROFESSIONAL, BUSINESS AND ASSOCIATION LEAVE

The professional development of teachers is encouraged by making available at the building principal's discretion, days for professional leave. Professional leave may be used for , but is not restricted to:

1. visitation to view other instructional techniques or programs.
2. conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate department thereof. The teacher may be requested to file a written report within one week of his attendance at such visitation, conference, workshop, or seminar.

At the beginning of every school year, each teacher shall be credited with four (4) days to be used for the teacher's personal 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 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 business leave requested for a school day immediately before or after a holiday, weekend, or vacation period. Reasonable restrictions may be imposed on business leave.

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.

At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than 48 hours in advance of taking such leave.

Any teacher called for military physical examination shall suffer no diminution of compensation and shall not be charged with loss of a business leave day.

A teacher shall suffer no diminution of business leave allowance when a business leave day is requested and school is called off on that day because of an act of God. If a substitute must be paid, the teacher shall be charged a leave day for the absence.

A teacher shall be granted up to four days leave with pay when death occurs in his immediate family. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, and grandparents.

ARTICLE XII

REDUCTIONS IN PERSONNEL

The Board of Education does not see any immediate problem in reduction of staff because of our present growth rate. However, a policy should be adopted in the near future.

Both parties agree to appoint a committee to work jointly in the weeks ahead to develop this policy.

The following time schedule will be adhered to. Rough draft to the Board of Education by May 1, 1973, and a final draft by July 1, 1973.

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.

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.

Each teacher on leave of absence shall receive no pay or benefits while on such leave for the work days actually missed.

The Board shall re-employ each teacher returning from an approved leave of absence, providing he remains certified and his former position or a similar position is vacant.

The teacher must notify the Board in writing on his intention to return from such leave at least 60 calendar days prior to the end of the last semester of such leave. Failure to comply with this notification shall constitute voluntary resignation from Board employment.

ARTICLE XIV

ACADEMIC RESPONSIBILITY

Both 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 an 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 enquiry and learning, and in which academic freedom for teacher and student is encouraged.

It shall be the responsibility of the teacher to accomplish the objectives of the course of study for each subject he is assigned. Accepted methods should be used in pursuit of this objective, such methods are subject to standards of professional responsibility set forth in the Code of Ethics of the Educational Profession, (as printed in this contract). 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 must be returned to the teacher, whether this copy is approved or disapproved, and if disapproved, a copy of specific objective should be given.

The teacher shall be acting within his certified area in accordance with accepted and/or adopted curriculum and courses of study.

The teacher shall submit an outline and/or a request to his building principal or immediate supervisor prior to using resources not prescribed by adopted curriculum or courses of study, when in the opinion of the teacher

the resources may be of controversial nature.

The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teaching/learning relationship.

If in the event a controversial issue arises during class discussion, the teacher will use his best judgement in presenting all sides of the issue.

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, or 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 that 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 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 twice 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 materials contained in this file, shall be grounds for dismissal.

It is understood and agreed by both parties that this Article and Appendix E leave a lot to be desired. It is agreed by both parties to form a committee which will make recommendations for an amendment to this contract prior to the opening of school in the fall of 1973.

ARTICLE XVI

PROFESSIONAL BEHAVIOR

Teachers are expected to comply with 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 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 as presented in this Master Agreement.

The Association recognizes that abuses of sick leave or other leaves, tardiness or absence, willful deficiencies in professional performance, or other violations or 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, for any infraction of rules or delinquency in professional performance. When an official request for an association representative is made, relating to a disciplinary action, such action shall then be considered an official reprimand, and no further action shall be taken with respect to the teacher, unless such representation fails to happen within 48 hours excluding weekends and holidays.

No teacher shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any professional advantage without just causes. No teacher shall be disciplined in the presence of students or other teachers. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation 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 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, school observation days, 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 and/or visitations.

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

SUBSTITUTES

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 6:30 a.m., for High School and Middle School, 7:00 a.m., for Elementary and Primary 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 XIX

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 close schools in the event of severe inclement weather or other acts 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 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 shall 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 the Article shall become effective on September 1, 1972, 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 1974, 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. The salary schedule is based upon the regular school calendar as set forth in Appendix C, and the normal teaching assignment as defined in this Agreement.

All teachers seeking employment shall be given full credit on the salary schedule for previous experience, however, no more than two years will be granted for military service.

Salary adjustments will be made twice yearly on the first payroll of each semester for advanced study. Written applications must be on file by September 1, or prior to the start of the second semester. Official transcripts must be filed prior to October 1, or March 1. All applications and transcripts must be on file with the superintendent or his designee.

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 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.

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 counseling 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 this 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 D, 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 thirty (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 (3) 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 (3) school days of such meeting, (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association's representative on the grievance and shall indicate his disposition of the grievance in writing within three (3) 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 (3) school days of such meeting, or six (6) 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 (7) days thereafter. A copy of such disposition shall be furnished to the Association.

If the Association or Board of Education is not satisfied with the final disposition of a grievance, or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator if both parties mutually agree in writing. If the parties cannot agree as to the arbitrator within five (5) calendar days from the agreement date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

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. The fees and expenses of the arbitrator shall be shared equally by the parties.

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 Association'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, 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 commitment 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 in this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling. Signing of the individual contract by the teacher, shall constitute agreement with the proper placement on the salary schedule.

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 the Agreement shall be incorporated into and be considered part of the established policies of the Board.

If any provision of the 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.

Signature page

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APPENDIX A

1972-73 BASE SALARY SCHEDULE

STEP	BA	BA + 10	BA + 20	MA or + 30	MA + 15 Perm. Cert.	MA + 30 Perm. Cert.
1	8,000			8,350		
2	8,300	8,350		8,750		
3	8,600	8,750	8,950	9,150		
4	8,900	9,150	9,350	9,550	9,750	9,950
5	9,200	9,550	9,750	9,950	10,150	10,350
6	9,500	9,950	10,150	10,350	10,550	10,750
7		10,350	10,550	10,750	10,950	11,150
8		10,750	10,950	11,150	11,350	11,550
9		11,150	11,350	11,550	11,750	11,950
10		11,650	11,850	12,150	12,350	12,550
11			12,100	12,750	12,950	13,150
12				13,000	13,200	13,400

Tenure teachers will receive an additional \$325.00 added onto their base salary step level.

Teachers with 15 years of service to the Hartland Consolidated School District will receive an additional \$150.00 added onto their base salary step level.

Teachers with 20 years of service to the Hartland Consolidated School District will receive an additional \$300.00 added onto their base salary step level.

Teachers retiring after the age of 55 will receive \$25.00 per year retirement allowance for each year of service to the Hartland Consolidated School District.

APPENDIX A-1

1973-74 BASE SALARY SCHEDULE

STEP	BA	BA + 10	BA + 20	MA or + 30	MA + 15 Perm. Cert.	MA + 30 Perm. Cert.
1	8,200			8,550		
2	8,500	8,550		8,950		
3	8,800	8,950	9,150	9,350		
4	9,100	9,350	9,550	9,750	9,950	10,150
5	9,400	9,750	9,950	10,150	10,350	10,550
6	9,700	10,150	10,350	10,550	10,750	10,950
7		10,550	10,750	10,950	11,150	11,350
8		10,950	11,150	11,350	11,550	11,750
9		11,350	11,550	11,750	11,950	12,150
10		11,850	12,050	12,350	12,550	12,750
11			12,550	12,950	13,150	13,350
12				13,450	13,600	13,800

Tenure teachers will receive an additional \$325.00 added onto their base salary step level.

Teachers with 15 years of service to the Hartland Consolidated School District will receive an additional \$150.00 added onto their base salary step level.

Teachers with 20 years of service to the Hartland Consolidated School District will receive an additional \$300.00 added onto their base salary step level.

Teachers retiring after the age of 55 will receive \$25.00 per year retirement allowance for each year of service to the Hartland Consolidated School District.

APPENDIX A-2

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 1/188 of a teacher's salary for the regular school year.

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

To qualify for the BA tract 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, and hold a valid Michigan Teaching Certificate. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school.

To qualify for the BA + 10, 20, or 30 tract of the schedule, the teacher must meet the qualification for the BA tract, and submit evidence of successful completion of indicated hours of graduate credit beyond the baccalaureate degree. A committee consisting of HEA members and administration is authorized to review college credit for other than graduate courses.

To qualify for the MA tract 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 BA tract.

To qualify for the MA + 15, or 30 tract, a teacher must meet the requirements for the MA tract, hold a Michigan Permanent Teaching Certificate and present evidence of the successful completion of the indicated hours of credit beyond the requirements for the MA degree.

A certified transcript must be on file at the Central Office as evidence of successful completion of graduate hours.

A teacher may petition the Board for a maximum of four (4) hours of credit past the BA degree tract 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 HEA 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.	<u>Athletics</u>	<u>Percentages</u>
	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
	Middle School 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	5
	Middle School Track	3
	Wrestling	8
	Golf	4
	Tennis	4
	Girls' Softball	4
	Girls' Basketball	5
	Girls' Track	4

A. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to that base level of the BA tract, (first year through six years, on BA tract, seven through ten years, on BA + 10). 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.	<u>G.A.A.</u>	
	First semester	\$100.00
	Second semester	\$100.00
	<u>Cheerleading</u>	
	Football	\$100.00
	Basketball H.S.	\$150.00
	Basketball M.S.	\$150.00
	Tryouts High School	\$100.00
	Tryouts Middle School	\$100.00

APPENDIX B - Continued

- 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 one to one and one half hours each.

Each will be paid at the conclusion of each season or semester upon the recommendation of the athletic director.

III.	Student Council Sponsor (1)	\$200.00	High School
	F.F.A.	\$250.00	
	Yearbook	\$400.00	
	Instrumental Music Director	\$525.00	
	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 FFA, 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 the ticket manager, timer and scorekeeper.
- B. Ticket manager, timer, and scorekeeper will be compensated \$15.00/game 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 extra-curricular activity without compensation within their own assigned building. A calendar of events will be distributed monthly by the principal to all faculty members.

APPENDIX B - Continued

D. Extra curricular 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 required 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

SCHOOL CALENDAR

1972-73

August 29	New Teachers Report
August 30-31	All Teachers Report, In-Service Day
September 4	Labor Day - No School
September 5	First Day of School - All Students
November 9-10	Parent-Teacher Conferences All Schools, In-Service 1/2 day - High School
November 23-24	Thanksgiving Vacation - No School
December 22	Christmas Vacation - After School
January 2	Classes Resume
January 19	End of first semester
January 22	Semester Break - No Students Records Day Parent-Teacher Conferences
March 15	After School - Spring Recess
March 16	In-service Day
March 20	School Resumes
March 30	Conference Day - In-service High School
April 13	Easter Vacation - at end of day
April 23	School Resumes
May 25	Memorial Day - Vacation at end of day
May 29	Classes Resume
June 8	Last day of school
June 11	Records Day - Until noon and/or records check out.

APPENDIX C - Continued

The 1973-74 Calendar will be developed cooperatively between the Association and the Board, and incorporated into this Agreement prior to May 1, 1973.

APPENDIX D - 1
GRIEVANCE REPORT FORM

Grievance # _____ School District _____ Distribution of Form
 1. Superintendent
 2. Principal
 3. Association
 4. Teacher

GRIEVANCE REPORT

Submit in Duplicate to Principal

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP 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 _____

STEP II

- A. Date received by Superintendent or Designee _____
- B. Disposition of Superintendent or Designee _____
- Signature _____ Date _____
- C. Position of Grievant and/or Association _____
- Signature _____ Date _____

STEP 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 _____

STEP IV

- A. Date submitted to Arbitration _____
- B. Disposition of Arbitrator _____
- Signature of Arbitrator _____ Date of Decision _____

NOTE: All provisions of Article XXIII of the Agreement will be strictly observed in the settlement of grievances.

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

APPENDIX E

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 judgement.
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.

Appendix E - Continued

9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
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 judgement is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in

in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organization.

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 judgement 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 or significance that might influence our judgement 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 F

Teacher Evaluation Form

Primary Responsibilities as they Pertain to the Classroom

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

Secondary Responsibilities as they Pertain 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 G

Teacher Obligations

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 Professional Agreement 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.