

8-30-74

Hart

MASTER AGREEMENT

between the

HART BOARD OF EDUCATION

and the

HART EDUCATION ASSOCIATION

1972-1974

Hart, Michigan

*Hart Public Schools
Office of the Superintendent
300 Johnson Street
Hart, Michigan 49420*

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	Page 1
Section A. Bargaining representative	
Section B. No negotiation with other "teacher" organization	
Section C. Authorization for dues deduction	
Section D. Teachers Rights	
ARTICLE II - TEACHER RIGHTS	Page 2
Section A. Right to organize and protection against discrimination	
Section B. Right to involve assistance of the State Labor Mediation Board	
Section C. Teachers use of facilities	
Section D. Furnishing Association financial information	
Section E. Furnishing Board adequate Certification	
Section F. Unauthorized purchases	
ARTICLE III - PROFESSIONAL COMPENSATION	Page 3
Section A. Effective time of salary schedule	
Section B. Extra pay for extra curricular activities	
Section C. Fall and Spring reporting and leaving days	
Section D. Release time for negotiating	
Section E. Release time for regional meetings of M. E. A.	
ARTICLE IV - TEACHING HOURS	Page 3
ARTICLE V - TEACHING LOADS AND ASSIGNMENTS	Page 4
Section A. Teaching load defined	
Section B. Assignment in teacher's field of study	
Section C. Teacher assignment change	
Section D. Collection of fees	

ARTICLE VI - TEACHING CONDITIONS

Page 5

- Section A. Availability of school facilities
- Section B. Class size
- Section C. Equipment and materials for school
- Section D. Teacher driving school bus
- Section E. Lounge and lunchroom facilities
- Section F. Availability of telephone
- Section G. Religious or political activities
- Section H. Provisions regardless to race, religion, etc.
- Section I. Entry Key
- Section J. School Equipment use
- Section K. Daytime activity supervision
- Section L. Unsupervised classes

ARTICLE VII - VACANCIES AND PROMOTIONS

Page 7

- Section A. Written notice of a vacancy
- Section B. Promotions from own teaching staff
- Section C. Reduction of personnel

ARTICLE VIII - TRANSFERS

Page 8

- Section A. Unrequested transfers
- Section B. Necessity of transfers

ARTICLE IX - LEAVE PAY

Page 8

- Section A. Sick days
- Section B. Computation of daily wage
- Section C. Requirement of examination from physician
- Section D. Involuntary sick leave
- Section E. Illness longer than compensated period
- Section F. Workman's Compensation
- Section G. Teacher with less than 30 sick days
- Section H. Leaves of absence with pay
- Section I. Leaves of absence without pay
- Section J. Maternity leave
- Section K. Peace Corp leave
- Section L. Leaves for study or travel
- Section M. Leaves for Representatives of local Association
- Section N. Military leaves
- Section O. Leaves for Public office.

ARTICLE X - INSURANCE PROTECTION

Page 11

- Section A. Health insurance coverage - 1972-73
- Section B. Insurance options
- Section C. Additional programs
- Section D. Retroactive benefits
- Section E. Health insurance coverage - 1973-74
- Section F. Insurance options
- Section G. Additional programs
- Section H. Liability coverage

ARTICLE XI - TEACHER EVALUATION

Page 12

- Section A. Observation of teacher
- Section B. Reviewing personnel files
- Section C. Representative with teacher when disciplined
- Section D. Just cause for discipline of teacher

ARTICLE XII - PROTECTION OF TEACHERS

Page 12

- Section A. Discipline or disturbed students in the classroom
- Section B. Assault upon a teacher
- Section C. Legal counsel for teacher
- Section D. Time lost from anything under Article XII
- Section E. Teachers responsibility regarding safety of student

ARTICLE XIII - NEGOTIATION PROCEDURES

Page 13

- Section A. Cooperation for meeting
- Section B. Beginning date for negotiations
- Section C. Selection of negotiators
- Section D. Failure to reach agreement

ARTICLE XIV - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

Page 14

- Section A. Filing a written grievance
- Section B. Step 1, Grievance procedure
- Section C. Step 2, Grievance procedure
- Section D. Teacher unjustly discharged
- Section E. School days - redefined
- Section F. Time limits

ARTICLE XV - PROFESSIONAL STUDY COMMITTEES

Page 16

ARTICLE XVI - MISCELLANEOUS PROVISIONS

Page 16

- Section A. Teacher reporting unavailability for work
- Section B. Availability of budget and tax programs
- Section C. Ethical problems
- Section D. Terms of this agreement
- Section E. Expense of printing this agreement
- Section F. Validity of provisions
- Section G. Application of this contract to Special Education teachers
- Section H. Application of this contract for summer school
- Section I. Recommendations for Department Heads

ARTICLE XVII - MANAGEMENT RIGHTS CLAUSE

Page 17

ARTICLE XVIII - NO STRIKE CLAUSE

Page 18

ARTICLE XIX - DURATION OF AGREEMENT

Page 18

SCHEDULE A - PROFESSIONAL COMPENSATION - 1972-73

Page 19

SCHEDULE A - PROFESSIONAL COMPENSATION - 1973-74

Page 20

SCHEDULE B

Page 21

- Section A. Extra Pay Items
- Section B. Home Economics and Library extra services
- Section C. Band Instructor extra services
- Section D. Counselor extra services
- Section E. Credit for experience
- Section F. Extra teaching duties
- Section G. Sponsorship of student activities

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 19__ by and between the Board of Education of the City of Hart, Michigan hereinafter called the "Board" and the Hart Education Association, a member of the Michigan Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board of Education is required by law to negotiate with the Hart Education Association on wages, hours and the terms and conditions of employment of teachers through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teaching personnel on tenure, probation and per diem appointments, classroom teachers, substitute teachers, guidance counsellors and librarians, employed or to be employed by the Board, but excluding supervisory and executive personnel and office clerical employees. The term 'teacher' when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with any 'teacher' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present as such adjustment.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board as assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association.) Such sums shall be deducted as dues from the regular salaries of said teachers and remitted no later than December first.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan general school laws or applicable civil service laws and

regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

TEACHER RIGHTS

A. Pursuant to Act 379 of Public Acts of 1965, the Board hereby agrees that every teacher employed by 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 duly elected body exercising governmental power under cover 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 Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of his membership in the Association of collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings which are mutually agreeable with the building principal. Faculty room bulletin boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations 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.

E. It is the responsibility of the individual teacher to supply the Board with adequate certification to cover the current school. Individual contracts shall terminate if the holder's permit, provisional or permanent certificate expires and is not immediately renewed or if the certificate is suspended or revoked by proper legal authority and, or at such

time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate. The Board agrees to inform teachers of their certification.

F. The Association recognizes that the Board of Education is not liable for unauthorized purchases made by the teachers of the Hart Public Schools.

ARTICLE III

PROFESSIONAL COMPENSATION

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

B. The salary schedule is based upon a normal weekly teaching load of thirty-nine (39) weeks. Extra required work at organization functions outside of school time shall be compensated. Any other additional work mutually recognized by the Board and the individual involved shall also be so compensated.

C. Teachers shall not be required to report more than two (2) working days prior to the beginning of classes in the Fall or to remain more than two (2) working days after classes end in the Spring, provided their contracted work is complete.

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

E. A teacher shall be released from regular duties without loss of salary at least two (2) days each school year for the purpose of participating in area or regional meetings of the Michigan Education Association.

ARTICLE IV

TEACHING HOURS

A. The teacher's normal teaching hours in the secondary and elementary schools shall be as follows:

- (1) Teachers check in no later than one-half (1/2) hour before classes begin.
- (2) Teachers at assigned place of duty not later than twenty (20) minutes before classes begin.
- (3) Teachers shall leave school no earlier than one-half (1/2) hour after classes end without office permission.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

A. In the teaching profession it is recognized that the principle of the forty hour work week cannot be interpreted literally. Duties associated with the teaching profession and falling during the school day may be assigned by the Board. However, in the Junior-Senior High School, the teacher shall have no more than the equivalent of five (5) teaching hours and shall have the equivalent of one (1) hour for use as a conference and preparation period, a teacher shall not be required to teach more than one (1) subject per period. The conference period will be a duty period in which teachers will prepare lessons, correct students papers and be available for student, parent or administrative conference. The elementary teacher shall have no more than the equivalent of thirty (30) teaching hours per week. No departure from these norms, except in case of emergency, shall be authorized 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.

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

C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. An attempt will be made to keep the number of academic preparation on the secondary level to a minimum, subject to the finance and facilities of the school district.

D. All student fees in Junior-Senior High School will be collected by someone other than the classroom teacher.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to the regular student lunch period.

ARTICLE VI

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and with the following as recommended:

- (1) Kindergarten -- 22 pupils
- (2) Elementary school grades -- 25 pupils

The recommended per teacher class size in the secondary schools shall be as follows:

- (1) Social Studies, General Education, Mathematics, Science and Business -- 25 pupils
- (2) Typing -- 30 pupils
- (3) Industrial Arts -- 20 pupils
- (4) Drafting -- 25 pupils
- (5) Vocational shops -- 20 pupils
- (6) Homemaking -- 20 pupils
- (7) Music -- 35 pupils
- (8) Art -- 25 pupils
- (9) Physical Education -- 40 pupils
- (10) Health Education -- 25 pupils
- (11) English and Languages -- 100 pupils per day
- (12) Electronics -- 20 pupils

In the event class size exceeds the recommended maximum by five (5) students for a period of more than eight (8) weeks, the Board agrees to furnish to the association evidence of continuing effort to alleviate the situation.

C. 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 representatives and the association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

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

E. The Board shall make available when possible in each school a room for teachers use, exclusively for lunchroom and lounge facilities. A restroom and lavatory facilities exclusively for teacher use shall also be provided.

F. Present telephone facilities shall be made available to teachers for use during school hours.

G. Notwithstanding their employment, 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.

H. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

I. Each teacher shall be provided with a room key and may be provided with a building entry key upon request to the Building Principal.

J. Teachers are expected to exercise reasonable care in their use of school equipment.

K. A teacher is required to assume certain school duties without compensation such as student activities and student assemblies during the school day.

L. A teacher shall not leave a class unattended except in an emergency or the performance of duty.

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of a vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

B. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of schools. This application should be renewed annually. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board agrees to consider promotions from within its own teaching staff, including promotions to supervisory and executive levels. Service in the system for purposes of this Agreement, shall mean continuous employment in a school of the district, but shall exclude all periods when the teacher was on leave of absence for any cause.

C. Pursuant to a necessary reduction of personnel, the District will notify those teachers affected as soon as possible of their dismissal. The District will endeavor to assist such teachers in their effort to secure other employment.

The following criteria will be used in the order listed below when making such reductions:

- (1) The needs of the district, such as the number of children, teaching stations and financial resources.
- (2) Qualification of the teacher in relation to the positions available.
- (3) Seniority system employed.

ARTICLE VIII

TRANSFERS

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, the convenience and wishes of the individual will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

ARTICLE IX

LEAVE PAY

A. All teachers regularly employed by the district who are absent from duty because of personal illness shall be allowed such leave at the rate of ten (10) days per year. Sick pay leaves may be accumulated to a total of eighty (80) days plus ten (10) days current. Sick leave days include sickness in the teachers immediate family which consists of spouse and children. All unclaimed sick leave days shall be paid upon legal retirement or at the discretion of the Board at a rate of one-half (1/2) of accumulated days to a total of thirty (30) days at the prevailing substitute pay rate.

B. The computation of a teachers daily wage will be based on a school year equal to the number of working days covered by the school calendar, this divided into the contract salary of the teacher will provide the daily wage. A working day is defined as any day that teachers are expected to report at school.

C. In the event of absence of a teacher for illness in excess of five (5) consecutive working days the Board may, at its expense, require an examination by a physician.

D. Upon the recommendation of the Superintendent, the Board may at the Board's expense, require the teacher to "under-go" a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.

E. Any Tenure teacher whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Upon return from the leave, a teacher may be assigned to the same or similar position, providing a vacancy exists and subject to the provisions of Paragraph J of this article.

F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary until the Board has paid in money, the equivalent of the salary which would be paid for his accumulated sick leave days.

G. A teacher who has less than thirty (30) days accumulative sick leave may use up to thirty (30) days sick leave and if their contract for the following year is not signed by May 1st, the money will be deducted from their remaining pay checks, of any sick days used beyond their accumulated sick leave days.

H. Leaves of absence with pay not chargeable to the teacher's sick leave allowance shall be granted for the following reasons:

- (1) Two (2) days for conducting personal affairs which cannot normally be handled outside school hours, shall be granted when approved by administration. An additional two (2) days may be granted for such reason at the discretion of the Superintendent.
- (2) A maximum of five (5) days for a death in the immediate family, consisting of parents and parents of spouse, brothers, sisters, spouse and children.
- (3) A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expense) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service. A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

- (4) Time necessary to take the selective service physical examination.

I. Leaves of absence without pay may be granted upon application for the following reasons:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system, subject to Board approval.

The regular salary increment occurring during such period, maximum of one (1) year, shall be allowed.

J. Maternity leave may begin at any time and may be for a maximum of one (1) year. A teacher may teach to the eight and one-half (8 1/2) month with doctor certification. A teacher may receive up to thirty (30) days accumulated sick leave (if accumulated to that amount) pay toward her maternity leave.

K. Leave of absence may be granted of up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. Any period so served shall be treated as time taught for the purpose of the salary schedule set forth in Schedule A of the Agreement.

L. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven (7) years may be granted a leave of one (1) year without pay for study or travel. A teacher, upon return from such leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent of such approved leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement. The Board will allow one such leave per year and may at their discretion allow two or more.

M. Teachers who are officers of the local Association or are appointed as a representative by the staff shall, upon proper application, be given leave of absence, not to exceed three (3) days per year with pay for the purpose of performing duties for the local Association.

N. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist upon notice of induction for not more than four (4) years for military duty in any branch of the armed forces of the United States.

O. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in a public office. The length of such leave shall be mutually agreed upon by the parties involved.

ARTICLE X

INSURANCE PROTECTION

A. The Board shall make available up to \$45.00 per month toward MESSA Super Med health insurance coverage for each employee and his eligible dependents. Coverage shall be for twelve (12) consecutive months, commencing October 1, 1972, and ending September 30, 1973.

B. Employees not wishing health care protection shall be provided with the equivalent of an individual employee's MESSA Super Med premium (\$18.96) each month toward the purchase of one or more options available through MESSA.

C. Employees may purchase additional insurance programs available through MESSA at the employee's expense through payroll deduction.

D. The Board will reimburse to those covered by this Agreement--for the period between October 1, 1972 and the implementation of this Agreement--the difference between the value of benefits provided and the amount which would have been expended under the health insurance provision contained above.

E. The Board shall make available full family MESSA Super Med health insurance coverage for each employee and his eligible dependents at the rate of \$50.50 per month. Coverage shall be for twelve (12) consecutive months, commencing October 1, 1973, and ending September 30, 1974.

F. Employees not wishing health care protection shall be provided with the equivalent of an individual employee's MESSA Super Med premium (\$18.96) each month toward the purchase of one or more options available through MESSA.

G. Employees may purchase additional insurance programs available through MESSA at the employee's expense through payroll deduction.

H. The Board will provide without cost to the teacher public liability and accident coverage in an amount of not less than \$300,000 for each accident or \$25,000 per individual.

ARTICLE XI

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have a representative of the Association when being reprimanded or disciplined for any infraction of discipline 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. Such representative shall be selected by the mutual consent of the Board and the teacher, or agent of same.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation or the teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XII

PROTECTION OF TEACHERS

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

B. Any case of assault upon a teacher which had its inception in a school centered problem, shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority; provided, however, the Board shall not be obligated to employ legal counsel, pay costs of suit or incur any other type of financial obligations in reference to the prosecution of a civil suit instituted by the teacher resulting from the assault.

C. If any teacher is complained against by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel to be designated by the Board and the Board will render any necessary assistance to the teacher in his defense; provided, however, the Board shall not be obligated to employ legal counsel to represent the teacher or to render any assistance to the teacher in the event of criminal proceedings and/or civil action instituted against the teacher wherein it is claimed by the aggrieved party that the teacher was guilty of gross negligence or gross neglect of duty.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he be adjudged guilty by a court of competent jurisdiction.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

NEGOTIATION PROCEDURES

A. It is contemplated that matters of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty (60) days prior to the 1st day of May of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its own representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and Board but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order of regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. Such written grievance must be filed by the teacher, group of teachers or the Association within five (5) school days of the violation, misinterpretation or misapplication or within five (5) school days of the discovery thereof. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of schools when the particular grievance arises in more than one school building. Written grievances must be specific and include the following:

- (1) Statement of the facts upon which the grievance is based.
- (2) A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.
- (3) A statement of the relief requested.
- (4) The name and signature of the employee submitting the grievance.

B. Within five (5) school days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meeting unless the Board notifies the designated representative that the presence of the teacher at the meeting will be required by the Board. If the meeting is with the school Principal and the parties cannot agree, the grievance shall be transmitted by the Association within five (5) school days after receipt of the grievance to the Superintendent who shall have (five (5) school days to approve or disapprove it.

C. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may within ten (10) school days be submitted to arbitration. The arbitrator 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 proceedings 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 this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses claimed by the grievant, and no awards for punitive damages shall be prescribed. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

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

E. Reference to school days shall revert to "week days" during the time school is dismissed in summer.

F. The time limits provided in this article shall be strictly observed but may be extended by written mutual agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardships to any party, the Superintendent shall use his best effort to process the grievance prior to the end of the school term, or as soon thereafter as possible. Any claim or grievance which may arise within ten (10) week days beyond the expiration date of this Agreement may be processed through the grievance procedures until resolution.

ARTICLE XV

PROFESSIONAL STUDY COMMITTEES

A. Professional Study Committees may be established by the Board as needed. The expenses of such committee shall be borne by the Board. Representatives of such committee shall be excused from the performance of other work, up to five (5) hours per week, for the purpose of serving on such committee.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A. M. 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.

B. The Association shall be duly advised by the Board of Fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult the Board with respect thereto prior to general publication.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and 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.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provisions 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 substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. All provisions of this contract, with the exception of the salary schedule, will apply to all type A Special Education teachers.

H. All provisions of this contract, excluding salary and sick leave provisions, will apply to all teachers who will be employed by the Board for summer school instruction, after having served one full year in the system.

I. Recommendations for Department Heads shall be made by a study committee composed of three (3) teachers and two (2) administrators.

ARTICLE XVII

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities.
- (2) To hire all teachers and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for student, all as deemed necessary or advisable by the Board.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other National, State, County, District or Local laws or regulations as they pertain to education.

ARTICLE XVIII

NO STRIKE CLAUSE

Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no work stoppage will be condoned, authorized or undertaken by its members within the life of this contract and that any teacher or teachers engaging in any concerted work stoppage authorized or unauthorized by the Association in the Hart Public School District, or any of its schools, will be subject to discipline.

ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of the 1st day of September, 1972, and shall continue in effect for two (2) full years until the 30th day of August, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HART EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

Reviewed as to form by
Michigan Education Association

Counsel

SCHEDULE A

PROFESSIONAL COMPENSATION - 1972-73

(Compensation for services during 1972-73 retroactive to initial day of service)

<u>STEPS</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 15*</u>	<u>Ed. Spec. or 2nd M.A.</u>
0	1.00	\$ 7,900	\$ 8,200	\$ 8,500	\$ 8,800	\$ 9,150
1	1.05	8,295	8,610	8,925	9,240	9,608
2	1.10	8,690	9,020	9,350	9,680	10,065
3	1.15	9,085	9,430	9,775	10,120	10,523
4	1.20	9,480	9,840	10,200	10,560	10,980
5	1.25	9,875	10,250	10,625	11,000	11,438
6	1.30	10,270	10,660	11,050	11,440	11,895
7	1.34	10,586	10,988	11,390	11,792	12,261
8	1.38	10,902	11,316	11,730	12,144	12,627
9	1.42	11,218	11,644	12,070	12,496	12,993
10	1.46	11,534	11,972	12,410	12,848	13,359
11	1.50	11,850	12,300	12,750	13,200	13,725

* Must be a degree program and certified by the Dean of the school attending.

Substitute teachers with a degree shall receive \$25.00 per day.

Increments become effective with the first pay under the new school year and advancement under the salary schedule shall be automatic.

SCHEDULE A
(Continued)

PROFESSIONAL COMPENSATION - 1973-74

<u>STEPS</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 15*</u>	<u>Ed. Spec. or 2nd M.A.</u>
0	1.00	\$ 8,250	\$ 8,550	\$ 8,850	\$ 9,150	\$ 9,450
1	1.05	8,663	8,978	9,293	9,608	9,923
2	1.10	9,075	9,405	9,735	10,065	10,395
3	1.15	9,488	9,833	10,178	10,523	10,868
4	1.20	9,900	10,260	10,620	10,980	11,340
5	1.25	10,313	10,688	11,063	11,438	11,813
6	1.30	10,725	11,115	11,505	11,895	12,285
7	1.34	11,055	11,457	11,859	12,261	12,663
8	1.38	11,385	11,799	12,213	12,627	13,041
9	1.42	11,715	12,141	12,567	12,993	13,419
10	1.46	12,045	12,483	12,921	13,359	13,797
11	1.50	12,375	12,825	13,275	13,725	14,175

* Must be a degree program and certified by the Dean of the school attending.

Substitute teachers with a degree shall receive \$25.00 per day.

Increments become effective with the first pay under the new school year and advancement under the salary schedule shall be automatic.

SCHEDULE B

A. Extra Pay Items: The following pay for extra duty shall be used on a percentage of that salary step reflecting the number of years experience in that particular field or sport.

<u>Football</u>			<u>Wrestling</u>	
Varsity Coach	10%		Varsity Coach	10%
Assistant Coach	6%		Assistant Coach	6%
Reserve Coach	6%			
Freshmen Coach	6%		<u>Baseball</u>	
Jr. High Coach	3%		Varsity Coach	6%
<u>Basketball</u>			<u>Track</u>	
Varsity Coach	10%		Varsity Coach	6%
Reserve Coach	6%		Jr. High Coach	3%
Freshmen Coach	6%			
Jr. High Coach	3%		<u>Golf</u>	
Girls Coach	3%		Varsity Coach	2.5%
Band	7%		<u>Cross Country</u>	
G. A. A.	3%		Varsity Coach	2.5%
Forensics	2%			
5th & 6th Gr. Coach	1.5%		Yearbook	5%
Cheerleaders	4%		Safety Patrol	1.5%
Drama	5%		Newspaper	3%

1. No coach accepting a head coach or director position may be assigned more than two position, and no coach may receive more than three assignments from the above schedule. In case all positions are not filled, the head coach or director may accept a third position.

2. Pay for extra duties will be based on the teachers BS or BA degree unless the work involved is in the field of their MA degree. Extra pay will be based on the 39 week salary.

B. The Home Economics and library teachers' services may be required on a day to day basis beyond the normal school year. This time shall not exceed one (1) week.

C. The Band instructor shall receive his pay on a 45 week basis.

D. A counselor's services may be required up to a 43 week basis on a daily rate of pay beyond the normal 39 weeks.

E. Outside experience for degree teachers:
 5 years - 5 years
 6, 7, 8 years - 6 years
 9 or more years - 7 years

SCHEDULE B
(Continued)

F. Extra pay for extra teaching duties shall be compensated at an hourly rate as follows:

- (1) Driver Education
 - 1973 - \$5.75 per hour
 - 1974 - \$5.75 per hour

- (2) Extra class assignments and Adult Education
 - \$7.00 per hour

G. Teachers will be expected to engage in, chaperon, or sponsor one (1) after school activity (evening or afternoon) during the school year as arranged with the Principal.