Michigan Education OFFICE OF PROFESSIONAL NEGOTIATIONS AGREEMENT HASLETT BOARD OF EDUCATION Higan Education Associatio

RECEIVED SEP 15 1967

OFFICE OF PROFESSIONAL NEGOTIATIONS AND

HASLETT EDUCATION ASSOCIATION

This Agreement entered into this 1st day of July 1967, by and between the Board of Education of the Haslett Public Schools, Haslett, Ingham, Clinton, Shiawassee Counties, Michigan, hereinafter called the 'Board' and the Haslett Education Association hereinafter called the 'Association'.

> ARTICLE I PREAMBLE

WITNESSETH:

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Haslett is their mutual aim and that the character of such education depends predominately upon the quality and moral of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379, 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, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memoralize.

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

ARTICLE II

RECOGNITION

MEA
1211 Kendale
E. Lansing, MI
UR823

The Board hereby recognizes the Haslett Education Association as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for all professional personnel on tenure, probation, classroom teachers, substitute and part time teachers regularly employed, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel including superintendent, assistant superintendent, administrative assistants, principals, assistant principals, department heads when assignment does not include classroom teaching; director of athletics when assignment does not include classroom teaching, substitute and part time teachers not regularly employed and all noncertified personnel employed by the Board, and office and clerical employees. The term 'Teacher' when used hereinafter in this Agreement shall refer to all'employees represented by the Association.

B. NEGOTIATIONS DURING DURATION OF CONTRACT

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, providing said teacher used appropriate school channels as defined in the school organizational chart; if the adjustment is not inconsistent with the terms of this agreement; provided that the Association has been given opportunity to be present at such adjustment.

C. DEDUCTION OF EDUCATION ASSOCIATION DUES

- 1. The Board agrees to deduct from the salaries of teachers dues for the Haslett Education Association, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- 2. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in six equal installments.

Form

| On this | day o | of | 1, 1967, I |
|--------------|----------------|---------------|------------------|
| | | | ize the Board of |
| | deduct the fo | | |
| | as dues for t | | |
| | st six pay per | | ployment as |
| specified in | the Master Ag | greement. | |
| dh. | Haalot | + Education A | agocietion |

Haslett Education Association
Michigan Education Association
National Education Association

I further understand that in the event of a dispute over payments of the above specified amount, I must seek my remedy from the H. E. A. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Association.

| Fil | ed | with | the | Board | of | Educati | on |
|-----|-----|------|-----|-------|----|---------|------|
| on | the | | | day | of | | 1967 |

- 3. Dues authorizations filed with the Superintendent on or before the 8th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 8th day of September, 1967, shall be deducted from the first six pay periods of the second semester.
- 4. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one authorization form per year per teacher.
- 5. The Association shall, on or before the first day of each school year give written notification to the Superintendent of the amount of its dues and those of the NEA and MEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of de-

ductions for these dues, as per said written notification shall not be subject to change during that entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this Article.

- 6. For the purposes of the Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- 7. Dues deduction shall be transmitted by the Super-intendent to the HEA Treasurer within 5 days after such deductions are made. The HEA shall be responsible for disbursement of MEA and NEA dues paid to it to the Treasurers of those organizations.
- 8. All refunds claimed for dues of the HEA, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- 9. Any dispute between the HEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization for.
- 10. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

D. PROVISION -- MICHIGAN GENERAL SCHOOL LAW

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

ARTICLE III TEACHER RIGHTS

A. PUBLIC ACT 379 of 1965

Pursuant to Act 379, of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful 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 Act 379, 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 lawful activities of the 'Association or collective professional negotiations with the Board, or his institution of any grievance, under this Agreement or otherwise with respect to any terms of conditions of employment.

B. USE OF LABOR MEDIATION BOARD

The Board and Association specifically recognize their right to invoke the assistance of the State Labor Mediation Board.

C. USE OF SCHOOL FACILITIES

The Association and its members shall have the right to use school buildings and facilities subject to existing Board policies on building usage and at times when the buildings are manned by members of the operating staff.

D. ASSOCIATION INSIGNIA

No teacher shall be prevented from wearing insignia, pins or identification of membership in the Association either on or off school premises.

E. BULLETIN BOARDS -- COMMUNICATION -- MAIL BOXES

Space for bulletin boards and mailboxes shall be made available to the Association and its members.

Materials distributed and/or posted by the Association via mail boxes and bulletin boards, (in teachers lounge) shall bear proper identification as information from the Association.

F. REQUESTS FOR INFORMATION FROM BOARD

The Board agrees to furnish to the Association in response to requests from time to time one copy of available public information concerning financial resources of the district, tentative budgetary requirements and allocation and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with public information which may be necessary for the Association to process a pending grievance.

ARTICLE IV BOARD RIGHTS

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 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:

- A. To the executive management and administrative control of the system and its properties and facilities, and the assigned professional duties and responsibilities of its employees.
- B. To hire all employees 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.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 State of Michigan, and the Constitution and laws of the United States.

ARTICLE V TEACHING CONDITIONS

A. SCHOOL DAYS*

| | | Elem. | J.H.S. | H.S. |
|----|---------------------------|---------|---------|---------|
| 1. | Teachers begin duties | 8:00 | 8:00 | 8:00 |
| 2. | Classes begin | 8:35 | 8:15 | 8:15 |
| 3. | Length of noon hour | 60 min. | 45 min. | 45 min. |
| 4. | At teaching station prior | | | |
| | to start of class | 5 min. | 5 min. | 5 min. |
| 5. | Duty free noon time | | | |
| | allowed uninterrupted | 55 min. | 40 min. | 40 min. |
| 6. | Classes begin after lunch | | | |
| 7. | Last class ends | 2:50 | 3:15 | 3:15 |
| 8. | Teaching day ends | 4:00 | 3:45 | 3:45 |

*Negotiations may be re-opened for the school day schedule by mutual agreement during the term of this contract.

B. MEETINGS, CONFERENCES, ETC.

Teachers will be expected to attend teachers meetings, parent-teacher conferences, and the like without extra pay, to the time of adjournment. Teacher meetings organized by the Superintendent and/or Principals shall be scheduled for the year. Teachers shall have the opportunity to submit agenda items for consideration on or before the preparation of the agenda one week in advance or the Thursday prior to the meeting date whichever is the lesser time.

A minimum of four half days released time per year shall be allowed for curriculum study with the total staff. The Superintendent shall be responsible for selecting the times and programing the study.

General staff meetings shall be held monthly or oftener if situations warrant.

The Superintendent or his designated representative shall be chairman of all general staff meetings called and arranged by him. Principals or their designated representative shall have charge of all staff meetings called by each.

Secondary and/or elementary school staff meetings shall be held not less than once each month and oftener if situations warrant as determined by the Principal and/or staff, however, if meetings exceed once a month, the teachers may by a majority petition, declare them excessive in time or frequency.

Release time will be granted for H.E.A. meetings from 3:30 to 4:00 p.m., one day during week of the 4th Monday or each month.

C. TEACHING LOADS AND ASSIGNMENTS

The normal teaching load of the teacher of secondary grades shall conform to criteria of the North Central Association of Secondary Schools and Colleges. One period equal in class length shall be allowed as a conference and/or preparation period.

D. TEACHER ASSIGNMENT

Since pupils are entitled to be taught by competent teachers, teachers shall be assigned to their area (s) of competency as indicated on their valid teaching certificate as issued by the Department of Education of the State of Michigan.

E. REASSIGNMENTS

Teachers who will be affected by change in grade assignments in the elementary grades and in subject assignment in secondary grades shall be notified and consulted by their Principals as soon as practical and possible. Such changes shall be voluntary to the extent possible.

Teacher assignments to achievement groupings will be made mutually between the Principal and the teacher and voluntary to the extent possible.

F. PUPIL TEACHER RATIO-GUIDELINES

The parties agree that pupil-teacher ratio is an important aspect of an effective educational program. To that and every effort will be made to keep class size as small as possible. <u>Guidelines</u> to be used are as follows:

Grades K - 5, 25 or major portion thereof as minimum nor more than 30.

Grades 6 - 12, not less than 10 nor more than 35.

Exception in both cases: Where it is deemed desirable, practical and advisable, class sizes may be scheduled in excess or less of the aforementioned maximum and minimum respectively. Included in this grouping for example, are band, physical education and vocal music and other appreciable large group instruction situations or special reading classes.

G. EQUIPMENT AND TOOLS FOR TEACHING

The Board recognizes that proper equipment and supplies are necessary tools for teaching situations. The parties agree to confer from time to time for the purpose of improving the selection and use of equipment and supplies and the Board agrees to consider all joint decisions made by its representative and the Association as soon as possible.

H. LUNCHROOM-LAVATORIES

The Board shall make available in each school, lunch-room and lavatory facilities exclusively for adult use and one room furnished which shall serve as an adult facility in which smoking shall be permitted.

I. TELEPHONES

Telephone facilities shall be provided for staff use. Where necessary, two lines shall be provided with extensions to locations approved by the Superintendent. Phone usage shall be for school oriented business and/or for personal emergency situations only. No long distance calls are permitted unless prior approval is granted by the Principal.

J. PARKING AREAS

Existing parking facilities shall be made available to the staff for their use.

K. CITIZENSHIP RIGHTS

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 so long as same is not reflected in his classroom presentation.

L. EMPLOYMENT RIGHTS

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied with-out regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the lawful 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.

ARTICLE VI PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE RE-OPENING

Professional Compensation

The salaries and fringe benefits 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 one-year term of this Agreement.

B, SCHOOL YEAR LENGTH

The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, starting the week of Labor Day and extending for a minimum of 180 days of student instruction.

C. REPORTING FOR WORK

Teachers shall not be required to report more than two (2) days prior to the beginning of classes.

D. HOLIDAYS

The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and the day after Thanksgiving Day and those indicated in Schedule B.

E. PARTICIPATION -- AREA OR REGIONAL MEETINGS

Teachers shall be released from regular duties without loss of salary two (2) days a year for the purpose of participating in area or regional meetings organized, sponsored, or sanctioned by the Michigan Department of Education.

F. PAYDAYS

Paydays shall be every other Friday commencing each school year on the second Friday after Labor Day. Teachers may elect to be paid in 19 or 26 equal pays.

ARTICLE VII VACANCIES - PROMOTIONS - TRANSFERS

A. VACANCY NOTIFICATION

Whenever any vacancy in any professional position in the district shall occur, or new position created, the Board shall post notice of said position on teacher bulletin boards as provided in Article III, E.

B. VACANCY APPLICATION

Any qualified teacher may apply for a vacated or created position. In filling such vacancy the Board agrees to give due weight to the professional background and attainments of all applicants.

C. TRANSFERS

Since the assignment and transfer of teachers from one school to another may be disruptive of the educational process and interferes with optimum teacher performance the parties agree that unrequested transfers be minimized and avoided whenever possible.

The School Board realizes its responsibility to provide

a quality education for all children in Haslett. For this reason transfer applications will be considered from the point of view of the educational program in each building.

D. PROCEDURES FOR TRANSFER REQUEST

- 1. A written request, which includes reasons for desiring transfer, must be submitted to the Superintendent.
- 2. A copy of the request shall be furnished to the Principal of the school to which the teacher wishes transfer.
- 3. The Principals of the buildings involved and the Superintendent must reach agreement on transfer applications. The following criteria will be used in reaching this agreement. The following are not listed on a priority basis.
 - a. Seniority
 - b. Qualifications
 - c. Experience
 - d. Professionalism
 - e. Rapport with staff
 - f. Total educational program
- 4. The Superintendent of Schools reserves the privilege to make final decisions on all transfer matters.

In no case will an attempt be made to transfer all of the most experienced teachers from any one building. But, the total strengths of individual teachers will be considered from an educational program viewpoint. The decision will be based on where the administrators involved feel the teacher can best serve our program. The teacher may request justification for transfer denial.

ARTICLE VIII LEAVES OF ABSENCE

A. SICK AND PERSONAL BUSINESS LEAVES OF ABSENCE

Teachers shall be relied upon to exercise professional judgement regarding absence from work, whatever the reason.

When personal illness occurs the teachers will receive full pay only for the days missed provided it does not exceed their accrued sick leave. Accrued sick leave shall be ten (10) days per year granted in September accumulative to 90.

B. PERSONAL BUSINESS LEAVES

Teachers shall be allowed two days per year accumulative to five days for personal business. These days shall be deducted from accrued sick days. Personal business leaves must be applied for one week in advance through a form provided by the administration except in cases of emergency. Personal business shall be defined to include:

- 1. Illness in teacher's immediate family
- Death in teacher's family
 Weddings graduations, etc.
- 4. Other items of a business or personal nature that occur during school hours.

Extensions of personal business leave may be granted by the Superintendent but these extensions may not exceed the amount of accrued sick leave. The Superintendent reserves the right to limit the number of teachers taking personal business days to not more than two (2) per building per day.

C. LOSS OF PAY

Absence for any other cause on the part of any teacher shall result in loss of 1/190 of the total contracted salary per day of absence.

D. OTHER LEAVES OF ABSENCE

Leaves of absence up to one year without pay may, at the discretion of the Board, be granted to tenure teachers, upon application, for the following purposes:

- 1. Study related to the teachers license in a field other than that held by the teacher.
- 2. Study, travel, research or special teaching assignment involving professional growth of the teacher.
- 3. Taking care of responsibilities resultant from illness or death in the family which requires the

teacher's personal attention for a period longer than provided for in sick leave allowance.

- 4. Other leaves may be granted for appropriate reasons at the discretion of the Board.
- 5. A teacher granted leave shall, upon return, move to the next step in the salary schedule providing he completes one semester of employment in the Haslett Schools before the leave of absence.
- 6. The Board cannot guarantee the return of any employee to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one semester in length; the Board of Education will, however, make every effort to return an employee to the same or a comparable job to that held before the leave, and will extend for an additional year if requested to do so by an employee who is unwilling to accept an assignment different from that previously held.

ARTICLE IX TEACHER EVALUATION

A. MUTUAL AGREEMENT

Teacher evaluation shall be carried out by procedures mutually agreed upon by the Association, the Administration and the Board.

B. MONITORING

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

C. REVIEW OF TEACHERS FILES

Each teacher shall have the right upon request to review the contents of his own personnel files maintained at the individual's school or at the administration building. A representative of the Association may, at the teachers request, accompany the teacher in such review. The review will be made in the presence of the administrator

responsible for the safekeeping of such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

All communication including evaluations by Haslett School Administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of such inclusion.

D. DISCIPLINARY ACTIONS

A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of 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.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance 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 X PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in the 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. 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 or the Administration shall take reasonable steps to relieve the teacher of responsibility with respect to such pupil.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if it determines that the teacher has acted within the scope of Board policy. Denial may result in an alleged grievance.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board after review of the case, and its determinations that the teacher has acted within the scope of Board policy, shall provide active support to the teacher in his defense.
- D. Time lost by a teacher in connection with any approved incident mentioned in this Article shall not be charged against the teacher.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly discussed with the teacher and every effort made to resolve the problem.
- F. 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 negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XI PROFESSIONAL ETHICS AND PRACTICES

Both parties to this Contract recognize that ethical behavior and professional attitudes are necessary for the welfare of our educational endeavors. The professional Code of Ethics authored by the Michigan Education Association and the National Education Association shall be recognized as the guidelines for professional conduct. The Association hereby agrees to encourage teachers in their respect for and compliance with these Ethical Codes.

ARTICLE XII NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations may be reopened during the term of this contract by mutual consent.
- C. In the event the salary schedule is reopened for negotiations by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement, upon a revised salary schedule. At least sixty (60) days prior to the expiration 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.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select his 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 Board of Education and by a majority of the Association, 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.
- E. 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.

ARTICLE XIII GRIEVANCE PROCEDURES

A. A system of considering grievances alleging

violations of the terms of this contract or written Board policies which affect the welfare of teachers is hereby agreed upon, however, it is expressly understood and agreed that any matter to which the teacher's tenure act is applicable shall not be subject to grievance procedure. Should a teacher or the Association allege that a violation is in evidence the steps of procedure are as follows:

- 1. The teacher, association or its representatives discusses the matter informally with his Principal within ten (10) days of the alleged violation. If no satisfactory conclusion is reached within five (5) days following this discussion, they may proceed to Step 2, within five (5) days. The first day shall be the day of alleged violation.
- 2. The teacher, association or its representative presents the grievance in writing to the Superintendent and requests an interview. This interview must be granted within ten (10) days after the Superintendent receives the request. The Superintendent shall make his decision within five (5) days in writing sending a copy thereof to the teacher and/or the designated association representative. If this decision is not satisfactory they may proceed to Step 3.
- 3. The teacher, association or its representative presents his grievance in writing to the Board of Education at least by Thursday preceding its regular monthly meeting and requests an audience. The Board shall place the request on its agenda for the next regular Board meeting.
- 4. If no satisfactory conclusion is reached at this point the teacher, Association or its representative may then file his grievance with the State Labor Mediation Board according to law.

Any adjustment made during the grievance procedure shall be consistent with the terms of this contract and at each step the teacher may have the designated association representative act in his stead if he so chooses. In no instance shall the Principal, Superintendent, or Board fail to notify the designated association representative in time to have him present at the discussion and adjustment of said grievance if he so desires.

Failure to appeal a decision or file a grievance

within the specified time limits shall be deemed an acceptance of the decision at that level.

B. The number and names of Association representatives per building or their alternate in case of absence, shall be listed with the Superintendent. Should a teacher withdraw a grievance at any level all further proceedings thereon shall be barred. Should a teacher leave the system the Association may request that the grievance be processed to completion.

ARTICLE XIV CLOSING OF SCHOOLS BECAUSE OF STORMS OR OTHER UNCONTROLLABLE CONDITIONS

In the event it becomes necessary for the Superintendent to close the schools for one day because of weather and/or road conditions teachers shall not report for duty. However, in cases of extended bad weather of two or more days, teachers may be notified by radio or telephone of special meetings for the purposes of faculty or departmental planning, classroom preparation, evaluation of student work, or other professional responsibilities. If teachers are requested to report but cannot make it due to road conditions in their area, it is their responsibility to notify the Superintendent's office.

ARTICLE XV RETIREMENT

The age of retirement for teachers as established by the Board is 62 years. A teacher may be employed on a year to year basis but shall not retain tenure as a teacher upon reaching age 62.

The maximum age of a teacher in the Haslett system is 70 years. This policy becomes effective with the school fiscal year beginning July 1, 1967.

Negotiations may be reopened for Article XV, Retirement, by mutual agreement during the term of this contract.

ARTICLE XVI POLICIES

The Board of Education agrees to provide the opportunity

for the professional teaching staff to contribute the benefit of their experience, training and professional judgement in the development of school policies. The Board, however, retains its legal rights and responsibility for the adoption of official policy governing the operation of the Haslett Public Schools.

The Haslett Education Association shall be notified in advance of any impending policy adoption and shall have the opportunity to inform the Board of its position on proposed policies. The Association shall, also, have the opportunity to suggest areas in which policy might be adopted to changed.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call one hour before classes begin or prior to 3:30, the day of illness if possible to report unavailability for work.
- B. The Association shall be duly advised by the Board concerning fiscal budgetary and tax problems affecting the district, and the Association may have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to 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.
- D. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Intern Teachers

- 1. Interns may be expected to perform tasks, attend classes, and consult with program personnel at times other than those included in the master contract as a part of their preparation program.
- 2. Interns shall be paid a stipend to be determined by the EIP Director from Michigan State University and the administration of the school district concerned within the framework of the fiscal arrangements stipulated for the EIP program.

ARTICLE XVIII TEACHER SERVICES

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any witholding of services against the Board by any teacher or group of teachers.

ARTICLE XIX DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1967, and shall continue in effect for one year until the last day of June 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

| Board | of Education | | Haslett | Education | Association |
|-------|--------------|-------|---------|-----------|-------------|
| Ву | President | | Ву | President | 0.09 |
| Ву | Secretary | al vd | Ву | Secretary | 53 |

APPENDIX A

SALARY SCHEDULE TEACHING STAFF

1967 - 1968

| STEP & CATEGORY | INDEX | BACHELOR DEGREE | INDEX | MASTER DEGREE |
|-----------------|-------|-----------------|-------|---------------|
| CATEGORY 1 | | | | |
| Step 1 | 1.00 | 6000 | 1.05 | 6300 |
| Step 2 | 1.05 | 6300 | 1.10 | 6600 |
| Step 3 | 1.10 | 6600 | 1.15 | 6900 |
| CATEGORY II | | | | |
| Step 4 | 1.15 | 6900 | 1.20 | 7200 |
| Step 5 | 1.20 | 7200 | 1.25 | 7500 |
| Step 6 | 1.25 | 7500 | 1.30 | 7800 |
| CATEGORY III | | | | |
| Step 7 | 1.30 | 7800 | 1.36 | 8160 |
| Step 8 | 1.36 | 8160 | 1.42 | 8 5 2 0 |
| Step 9 | 1.42 | 8520 | 1.48 | 8880 |
| Step 10 | | | 1.54 | 9240 |
| Step 11 | | | 1.60 | 9600 |
| | | | | |

The Board agrees to pay the sum of \$5.00 per month for insurance coverage for the teachers in Haslett. This insurance may be Blue Cross - Blue Shield or a term life insurance policy from a oompany selected by mutual agreement.

The Board agrees to make a tax-shelter-annuity program available to the teachers. The company used will be determined by mutual agreement.

Effective March 8, 1965, by Board Resolution

Staff members holding Masters Degrees in school administration prior to June 8, 1965, may proceed through the salary schedule (Steps 1 - 11) provided other required professional growth

activities are met. Staff members acquiring Masters Degrees in school administration after the above date will be eligible for Steps 1 - 9, only.

Category IV, hereafter shall be available only to those with Masters Degrees in the teaching field.

Category movement or Master Degree requirements must be satisfied on or before the first day of September.

SALARY SCHEDULE REQUIREMENTS

Steps within each category are automatic and based on years of experience and general requirements. Category movement will depend upon teachers meeting the specific requirements listed below. Step and Category are shown on each contract.

| | Specific Requirements |
|---------------------------------|--|
| Category 1 Step 1 Step 2 Step 3 | Bachelor Degree Teacher Certification |
| Category II Step 4 | To move into Category II, 6 semester hours beyond Bachelor Degree |
| Step 5 Step 6 | 3 years experience Plus 4 Professional growth activities |
| Category III Step 7 | To move into Category III, Total of 12 semester hours |
| Step 8 | beyond Bachelor Degree Plus 4 Professional growth activities not previously reported |
| Step 9 | For Bachelor Degree holders only with 20 semester hours in teaching field beyond Permanent Certification |
| Category IV Step 10 | to move into Category IV: Master Degree (exception Administration) Recommendation of Principal plus 4 |
| Step 11 | Professional Growth Activities |

For teaching experience of less than a full year a pro-rated step increment (1/10 of an increment for each month of employment) may be allowed. Half or more of a month shall be pro-rated as a full month.

PROFESSIONAL GROWTH ACTIVITIES

To advance on the salary schedule from one category to the next category, a teacher must present, to his/her Principal for evaluation satisfactory evidence of participation in at least four (4) different Professional Growth Activities in three different areas since the teacher's last category change or within the last three (3) years, whichever is longer. These Professional Growth Activities are in addition to any other requirements listed in the salary schedule and must be in addition to any other requirements listed in the salary schedule and must be done during a time not considered to be a part of the regular school day, e.g., the M.E.A. Regional Conference would not qualify.

The teacher is responsible for submitting evidence for category movement prior to February 1 of the current school year. If a teacher shows lack of qualification etc., prior to March 1.

A teacher who lacks qualification for category movement on March 1 has until the first of September of the next school year to provide evidence for category movement. If category advancement is denied the teacher may appeal the decision through administrative channels.

ACTIVITIES:

- 1. Conference A professional meeting of educationally trained persons to discuss an academically oriented subject. In order to qualify, a conference must last at least four (4) hours and be in session at times other than the school day.
- 2. Community Service or Civic Activity Teachers may qualify for this in Haslett or in their community of residence. These activities may be Scouting, Church, Political, Service Clubs, etc.
- 3. In-Service Program, Workshop or Clinic In-service program is on-the-job sponsored or co-sponsored by the Haslett Public Schools. Workshop is a session in which the participant works as contrasted with lectures, conferences, etc. A clinic is a place for practical instruction including demonstrations and/or participation of the teacher. In order to qualify, a session must last at least one (1) hour and there must be at least four (4) sessions, or one session for

at least four (4) hours. These must be academically oriented, e.g., a clinic specifically for football, basketball, golf, etc., would not meet the requirements.

- 4. Lecturing or speaking engagements A copy or resume of the speech and a description of the group to whom it was given must accompany the request for acceptance of this activity. Speech or lecture must be academically oriented.
- 5. Publications Teacher Aids-Exhibits To be recognized these must pertain to education and be validated by picture, prints and other such evidence.
- 6. Service on Professional Committees In order to qualify, the committee on which the teacher served should have met at least four (4) times during the school year and the teacher should have been an active member. It is suggested that attendance should be a part of the minutes.
- 7. Sponsorship A teacher may qualify for this activity if he/she sponsors a school organized group and if he/she is not paid for this sponsorship. School organized groups would include Senior Class, F.H.A., F.F.A., Camera Club, etc.
- 8. Travel In order to qualify for this activity, a teacher must use pictures, souvenirs, etc., for a meaningful class presentation or prepare a paper to explain how the travel experience applies to his field. The value of the class presentation or the explanation in the paper will be evaluated by the Principal for its meaningfulness to the students or the teacher if it is a paper.
- 9. Visitations On teacher's time these may be made to other school systems, governmental units, industries related to teacher's field, etc. In order to qualify a visitation must consist of at least four (4) visits of one hour or one (1) visit of at least four (4) hours in length.
- 10. Work Experience In order to qualify for this activity, the teacher's work experience must be related to his/her teaching field. The evaluation of the relationship of the work to the teacher's field shall be done by the Principal.

EXTRA DUTY PAY SCHEDULE

| 1 | Athletic Director | 6% | 7% | 8% |
|------------------------|--------------------------|--------|---------|----|
| 1 | Head Football | 8% | | |
| 2 | Assistant Football | 6% | | |
| 1 | Freshman Football | 4% | | |
| 1 | Junior Varsity Football | 6% | | |
| 1 | Head Basketball | 8% | | |
| 1 | Assistant Basketball | 6% | | |
| 1 | Freshman Basketball | 4% | | |
| 1 | Baseball | 6% | | |
| 1 | Track | 6% | | |
| 1 | Wrestling | 6% | | |
| 1 | Cross Country | 4% | | |
| 1 | Golf | 3% | | |
| 1 | Assistant Baseball | 3% | | |
| 1 | Assistant Track | 3% | | |
| 1 | Seventh Grade Basketball | 3% | | |
| 1 | Eighth Grade Basketball | 3% | | |
| Au | dio-Visual | | | |
| | Building Aides | 100.0 | 00 each | 1 |
| | Director | 6% | 7% | 8% |
| Cl | ass Sponsors | | | |
| Junior and Senior | | 100.00 | | |
| Freshman and Sophomore | | 50.00 | | |
| Student Council | | 100.00 | | |
| 0: | Junior High | 100.00 | | |
| | rls Athletic Association | 50.00 | | |
| | neer Leaders | 50.00 | | |
| | anior/Senior Play | 200.0 | | |
| | and Director | 200.0 | | |
| | | | | |

The percentage figure used is a percent of the Bachelor Degree step that a person holding one of these assignments is on, even if that individual has a Master's Degree.

| SCHOOL YEAR CALENDAR 1967 1968 |
|--|
| Pre-School Registration Week of August 28 |
| Labor Day (No School) Monday, Sept. 4 |
| Teacher Orientation Days Tues. Wed., Sept. 5 - 6 |
| Student Registration and Orientation |
| Grades 1 - 5 (through noon hour) . Thurs./Fri., Sept. 7 - 8 Grades 6, 9, 12 Thurs., Sept. 7 Grades 7, 8, 10, 11 Fri., Sept. 8 Kindergarten, Special Education Mon., Sept. 11 Regular Full Day Classes Begin Mon., Sept. 11 Final Bus Registration Day Fri., Sept. 15 |
| M.E.A. Institute (No School) Thurs./Fri., Oct. 5 - 6 |
| End First Marking Period Fri., Oct. 20 |
| Report Cards Issued |
| Grades K - 5 Parent-Teacher Conferences |
| Grades 6 - 12 |
| Thanksgiving Day Recess Thurs./Fri., Nov. 23 - 24 |
| Classes Resume Mon., Nov. 27 |
| End Second Marking Period Fri., Dec. 1 |
| Report Cards Issued |
| Grades K - 5 Thurs., Dec. 7 Grades 6 - 8 Parent-Teacher Conferences week of Dec. 4 |
| Grades 9 - 12 Thurs., Dec. 7 |
| Christmas Vacation Dec. 21 - Jan. 1 |
| Classes Resume Tues., Jan. 2 |
| End of First Semester Fri., Jan. 19 |
| Second Semester Begins Mon., Jan. 22 |
| End Fourth Marking Period Fri., March 1 |
| Report Cards Issued |
| Grades K - 5 Parent-Teacher Conferences week of March 4 |
| Grades 6 - 12 |
| Spring Vacation |
| Classes Resume |
| End Fifth Marking Period Fri., April 19 |

| Report Cards Issued | |
|--|---|
| Grades 6 - 8 Parent-Teacher Conferences | S |
| Grades K - 5, 9 - 12 Thurs., April 25 | |
| Memorial Day Thurs., May 30 | |
| End of Sixth Marking Period Fri., May 31 | |
| Baccalaureate Services Sunday, June 2 | |
| Final Exams (except Seniors) Wed./Thurs., June 5 - 6 | |
| Graduation Fri., June 7 | |
| Report Cards Issued | |
| Grades K - 5 | |
| | |

^{*} The School Year Calendar may be extended if any change in school state aid law occurs that would penalize the system under the existing calendar.