June 30, 1971



1969-1971

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Negotiated by the

Haslett Board of Education

and the

Haslett Education Association

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Michigan State University

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Whereas the Board and the Association recognize that mutual effort in educational programs can lead to improvement in the Haslett Public Schools and tends to improve the morale of the teaching staff, and

Whereas the members of the teaching profession are qualified to assist in improving education, and

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

It is hereby agreed as follows:

ARTICLES & PROVISIONS PREVIOUSLY AGREED TO

ARTICLE I

RECOGNITION

The Board hereby recognizes the HEA as the exclusive bargaining representative as defined in Sec. 2 of Act 379, Public Acts of 1965, of the State of Michigan for all professional contractual certified personnel (certified shall mean holders of life, permanent, provisional, or special teaching certificates, but excluding substitute certificates) and excluding but not limited to supervisory and executive personnel, including superintendent, assistant superintendent, administrative assistants, 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 non-certified personnel employed by the Board, and office and clerical employees. The term "Teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association.

The term "Board" shall include its officers and administrative agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

A. DEDUCTION OF EDUCATION ASSOCIATION DUES

1. The Board agrees to deduct from the salary of teachers dues for the Haslett Education Association, the MEA, and the NEA when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

2. Regular dues for all the above stated organizations shall be deducted together as one deduction in 10 equal installments. (See form back of contract.)

3. Dues authorization must be filed with the Superintendent on or before the 2nd Friday of the current school year to be included in the payroll deduction plan.

4. Dues authorization once filed with the Superintendent shall continue in effect until 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 MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amount of the deductions 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 Superintendent to the Association treasurer within 10 days after such deductions are made. The Association shall be responsible for disbursement of MEA and NEA dues paid to it to the treasurer of those organizations.

8. All refunds, claimed for dues of the HEA, MEA, or NEA under such dues authorization 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 form.

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.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of the State 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 reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. The rights granted hereunder shall be in addition to those provided elsewhere.

B. The Association shall have the right to use school buildings and facilities subject to existing Board policy, at the time of ratification, on building usage and at times when the buildings are manned by members of the custodial staff. When special custodial staff is required, the Board may make a charge thereof.

C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio visual equipment with the approval of the Superintendent or his designate. The Association shall provide the materials and supplies incident to such use.

D. Space for bulletin boards in each building and mailboxes shall be made available to the Association and its members. The Association may use the district mail service provided that (1) mail be properly labeled as Association business, (2) it be bundled for distribution to the Association representative, (3) that the Administration will not be held liable for its safe delivery.

E. The Association and the Board agree to exchange highlights of regular general neetings. Further, the Association agrees to discuss, from time to time, items submitted to it by the Board at regular Association meetings.

F. The Association may request that the Board place items of interest to it on the Board agenda. These items must be filed with the Superintendent one week before each regular board meeting, unless agreed upon by the Superintendent or his designate.

G. The Board's designate shall meet with the Association's designate at mutually agreed times to discuss fiscal programs, construction programs, or revisions of educational policy and, when feasible, the Association's designate shall be given the opportunity to advise the Board's designate prior to adoption.

H. The Administrative staff shall meet with the Association President, the Vice President, and the Association representatives at least once each semester to air concerns and problems of the Haslett Public Schools. The time and place shall be mutually agreed upon by the Superintendent and the Association president.

I. Teachers shall be involved in the selection of textbooks and teaching materials.

J. The Board agrees to furnish to the Association, in response to requests, 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 III

RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of Michigan 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 assignment of professional duties and responsibilities of its employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

B. To hire all employees subject to the provisions of law, to determine that they are qualified and the conditions for their continued employment or their dismissal.

C. To establish levels of instruction, marking systems and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon selection and purchase of textbooks and teaching materials.

E. To determine the assignments of teachers in curricula and extra curricula areas.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance hereof shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and expressed terms thereof are in conformance with the constitution and the laws of the State of Michigan and the constitution and the laws of the United States.

ARTICLE IV

TEACHING CONDITIONS

A. TEACHING HOURS

The parties recognize the principal of a normal 35 hour work week, exclusive of lunch. This work day shall be from 8 a.m. to 4 p.m. A teacher may leave early (after the instructional day) on a regular basis to pursue graduate courses at a University or other educationally sound reasons.

Teachers wishing to leave early may do so for other good cause by notifying the principal. The principal may revoke this privilege for just cause.

B. The instructional day in the high school shall be six 55 minute periods - one of these periods shall be used for preparation. The instructional day in the junior high school shall be eight 45 minute periods, one of which shall be used for preparation and one of which shall be used for lunch. The elementary student's day shall begin at 8:35 a.m. and end at 2:50 p.m. except in cases of emergency determined by the principal. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. In addition, elementary teachers will be provided with one fifteen minute relief period each morning while the children are at recess.

All teachers shall have the equivalent of a 55 minute duty free uninterrupted lunch period, either at lunch time or in early release. The exact length of the lunch period will be determined by the teachers and their principals in each building by mutual agreement.

Any change in the instructional or teacher day will be mutually agreed upon between the HEA and the Board of Education.

C. MEETINGS, CONFERENCES, ETC.

Teachers meetings shall be scheduled once each month. Notification of the day of said meeting shall be given at least two (2) weeks in advance. Teachers shall have an opportunity to submit agenda items for discussion and or action at that meeting up to three days prior to the meeting. A meeting may be called if the need arises. Adjournment of scheduled meetings shall not exceed 5 p.m. Teachers meetings shall not be held prior to the beginning of the school day except in an emergency situation as determined by the principal.

A minimum of four half days released time per year shall be allowed for curriculum study with the staff. The responsibility for selecting the time and programming the study shall lie with the Superintendent. An in-service committee which shall be a permanent sub-committee of the curriculum coordinating council and appointed by it shall advise the Superintendent. This in-service committee shall consist of three teachers, one high school, one junior high and one elementary.

D. TEACHING CONDITIONS

Teachers employed by the Board shall be certificated by the Michigan Department of Education.

Teachers shall be assigned within the scope of their teaching certificate and their major or minor field of study whenever possible. The teacher shall be apprised in writing of any deviation. Teachers will be notified and consulted concerning their schedules by June 1 if possible or in the event of changes by August 15 preceding the commencement of the school year nless an emergency situation arises.

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Article V-D, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment will be given to tenure teachers regularly employed in the district.

Elementary teachers shall have typing assistance from the secretaries upon request. Secondary teachers will have extra secretarial help for typing semester exams.

E. PUPIL TEACHER RATIO AND CLASS SIZE

The Board of Education agrees to employ teacher aids on a full or part-time basis when any building pupil classroom teacher ratio exceeds 25-1. In determining this ratio the tenth instructional day count shall be used and the kindergarten teachers shall count double. Special education teachers and county employees shall not be used in determining the building ratio.

Teachers having the overload have priority on teacher aids.

When an individual class load exceeds its 30 pupils, a special conference will be held between teacher, principal, and the building representative, and the Superintendent (or his designate) to arrive at a mutually agreeable solution to the problem.



EQUIPMENT AND TOOLS FOR TEACHING

The Board agrees at all times to keep the schools reasonably equipped and maintained.

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.

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

H. Telephone facilities shall be provided for staff use. Phone usage shall be for school oriented business and/or personal business that cannot be conducted at another time. No long distance calls are permitted unless approval is granted by the principal.

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

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. The building principal and the Association representative will decide by mutual agreement when these conditions exist.

K. ACADEMIC FREEDOM

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

L. REPORTING TO PARENTS - ELEMENTARY

In the elementary school there will be a parent conference during the sixth week of school primarily designed to be informative to the teacher. The teachers will issue report cards during the 10th week of school and at the semester's end. During the second semester there will be a parent conference during the sixth week primarily designed for the teacher to give information to the parent. No written report will be given to the parent at this conference. The teachers will issue report cards during the tenth week of the second semester as well as at the end of the year.

SECONDARY

In the secondary schools report cards will be issued during the 8th week of school and at semester's end. In addition there will be a parent conference during the 12th week in each semester. The teachers agree to report any significant change, in a student's progress or failure, in writing to the principal at the end of the fourth week of each semester and at other times at the discretion of the teacher.

M. All pay checks will be folded over and stapled. Income tax forms and personal communications, etc., shall be placed in sealed envelopes.

N. The practice of teachers using their professional time (as defined in Article IV, paragraph B) for the purpose of substituting for teachers who are absent shall be iscouraged.

ARTICLE V

PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE RE-OPENING OF TEACHERS

The salary and fringe benefits covered by this Agreement are set forth in Article V A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. REPORTING FOR WORK

Teachers who are not new to Haslett shall not be required to report more than two days prior to the beginning of classes.

C. PAY DAYS

Pay days shall be every other Friday commencing each school year on the second Friday after Labor Day. Individual teachers shall choose any one of the following pay options: (1) 26 equal payments - A teacher shall receive, upon request prior to June 1, the last six payments of their contracted salary in a lump sum. This payment will be made with the 20th pay. (2) 20 equal payments commencing the second Friday after Labor Day and very other Friday thereafter, based on the yearly salary.

D. HOLIDAYS

Day, the day before or after Memorial Day should it fall on a Saturday or Sunday respectively, Labor Day, Thanksgiving Day, Christmas Day.

E. The president of the Association may use non-instructional time during the school day for official Association business.

F. PROFESSIONAL COMPENSATION

1. All teachers shall be given seven years credit on the salary schedule set forth in Article V A for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. This shall not be retroactive.

2. Teachers involved in voluntary extra duty assignments as set forth in Article V-B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

3. In return for years of service to the Haslett Public Schools the Board agrees to pay \$25.00 per year of service to faculty personnel upon retirement provided such faculty personnel have been employed by the school district for twelve years or more.

Retirement shall be interpreted to mean leaving the service of the Haslett Public Schools and becoming an annuitant of either the Michigan Public Employees Retirement Fund, Social Security, or both.

ARTICLE VI

VACANCIES, PROMOTIONS, REASSIGNMENTS

A. Request by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications.

B. The Association recognizes when vacancies occur during the school year it may be difficult to fill them from within the district. The Board agrees to give due consideration to teachers within the system wishing a transfer during the school year.

C. The Board supports the principle of filling vacancies from within its own teaching staff whenever possible. Should a vacancy arise the Superintendent shall post notices as soon as possible of same on the bulletin board in each school building for no less than a period of three working days.

Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant. Any new position shall be posted with an accompanying job description. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given the dispute may be resolved through professional grievance procedure. The Board and the Association discouraged resignations during the school year and agree that they should be only in extreme situations. The Association agrees to submit a ritten recommendation to the Board on all requests for resignations prior to the cermination of the contract.

ARTICLE VII

A. SICK LEAVE

At the beginning of each school year each teacher will be credited with a 10 day sick leave allowance accumulative to 120 days. Teachers must teach one day of the school year before sick leave takes effect. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox, shall suffer no diminuation of compensation and shall not be charged with loss of personal sick leave if these diseases were contracted in school. Teachers shall be relied upon to exercise professional judgement regarding absences from work, whatever the reason.

B. During the life of this contract, the Board of Education will allow members of the HEA to exchange sick days in order to prevent a teacher employee from loss of income caused by lengthy illness. The Board of Education reserves the right to require a doctor's statement in case of questionable use.

Implementation procedures will be mutually agreed to by the president of the HEA and the Superintendent.

C. PERSONAL BUSINESS LEAVE

Leachers shall be allowed one day per year accumulative to five for personal business. These days shall not 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 means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

The personal business leave day shall not be granted for the work day preceding or the work day following holidays, or vacations, and the first and last day of the school year.

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 per building per day.

Leaves of Absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. Two days per school year for death in the family defined to include spouse, children, mother, father, sister and brother.

2. Absence when a teacher is called for jury service except that the compensation for jury service is combined with Board supplementary pay and shall not exceed teacher's gular rate of pay.

3. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoened to attend any proceedings.

4. One day per school year for visitation to other schools when approved by the Superintendent of Schools.

D. LOSS OF PAY

Absence for any other cause on the part of the teacher shall result in loss of one 180th of his total contracted salary per day of absence.

E. UNPAID LEAVES OF ABSENCE

Leave 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.

The Board shall grant extensions of one year leaves of absence for an additional year on application by the teacher.

1. Study related to the teacher's 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 lick 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.

7. The Board will grant a leave of absence without compensation for maternity to any woman tenure faculty personnel upon written request for such leave, and upon proper certification of pregnancy by a physician. Such leave shall be for a period of one full school year. The application should be filed as soon as pregnancy has been determined as shown by a doctor's statement. This statement shall further indicate the doctor's approval for continuing employment through the fifth month. The faculty personnel should begin leave from her work at the end of the fifth month of pregnancy except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. Failure to return from a maternity leave on the date specified in said application shall be deemed a resignation.

ARTICLE VIII

EVALUATION

A primary purpose of evaluation is to encourage and assist teachers in their efforts to develop more effective teaching and learning in the classroom; to assist the teacher in fostering the growth of the social and academic potentialities of the student.

The Board and the Association recognize the necessity of a program for evaluation of teacher performance and recognize and agree that all monitoring or observation of the work performance of the teachers shall be conducted openly and with full knowledge of the teacher.

A. TENURE TEACHERS

The length of the evaluation shall be made for a period of at least thirty minutes. All monitoring or evaluation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

1. Evaluation shall be primarily directed to improvement of teacher performance and to provide assistance to the individual teacher to correct or improve areas of concern which may be revealed by evaluation.

2. Tenure teachers shall be evaluated at least once during every year (prior to March 15) with previous notification of at least twenty-four hours.

3. Two copies of the written evaluation shall be submitted to the teacher at the time of the personal interview or within two teaching days; one to be signed and returned by the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Administration and the Association.

4. The teacher or the administrator may request that an observation by another Haslett school administrator be held. The second evaluator shall not discuss or see previous evaluation reports until after the second observation is made, in order to assure objectivity.

B. PROBATIONARY TEACHERS

1. A teaching coach shall be assigned by the Association to every probationary teacher upon entrance of the teacher into the system. The teaching coach insofar as possible, shall be a tenure teacher with a minimum of five years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist the probationary teacher in acclimating to the teaching profession and theschool system. The names of the teaching coaches and the probationary teachers to whom they are assigned shall be furnished to the principal involved.

2. Number and length

There shall be three observations by the principal each year, one prior to November 15, January 15 and March 15. The length of the evaluations shall be made for a period of at east 30 minutes.

3. Procedures

The principal will record on his observation form only what is observed during his visit to the classroom. (Except professional attributes.)

The principal will schedule and hold an evaluation critique with the teacher within 48 hours if possible.

The teacher shall sign the evaluation report, indicating that he has read the principal's report; this signature does not necessarily imply agreement with the evaluation. The teacher may add a sheet of explanation or rebuttal to the evaluation form.

A copy of this evaluation report will become a part of the teacher's central office file. The second copy will be given to the teacher.

4. Procedures when the principal anticipates recommending a third year of probation or dismissal for a teacher.

The principal will indicate in writing his reasons for recommending additional probation or dismissal. His report shall also include recommendations to the teacher that he feels will improve the teacher's effectiveness in the classroom. Finally, the report will also include the specific help the principal has given or plans to give to the teacher to foster more effective teaching. A copy of this report shall be given to the teacher.

The teacher or the principal may request that an observation by another school administrator be held. The second evaluator shall not discuss or see the previous evaluation reports until after the second observation is made, in order to assure objectivity.

5. Other provisions

Overall recommendations for continued probation, tenure, or dismissal shall be given to the Superintendent prior to March 30. Teachers shall be notified of recommendations and decisions regarding future employment prior to official Board of Education action.

DISTRICT

The Association and the Board of Education realize that the education of children is the primary goal of the school system. In order tomaintain quality education, it is recommended that a district comprehensive evaluation form, developed jointly by the Association and the Administration, be filled out by each teacher, the results to be tabulated and made available to the Association and the Board.

D. REVIEW OF TEACHER'S FILES

Each teacher shall have the right upon request to review the contents of his own personnel file maintained at the individual school or at the Administration Building. The representative of the Association may, at the teacher's request, accompany the teacher in such a review. The review will be made in the presence of the administrator responsible for the safe keeping of such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review.

All communications, including evaluations by the Haslett School District administrators, commendations, or validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention. He shall be given the opportunity to review same at or prior to the time of inclusion in the personnel file. Also, the teacher may respond in writing to any of these communications and said response thall become part of the file.

If a grievance is filed on an item placed in the teacher's personnel file and the judication is in the teacher's favor the material will be removed from the teacher's file.

Both the Administration and the faculty agree to maintain effective two-way communication in an effort to work on the solution of problems in an atmosphere of good faith and mutual trust. They recognize they are partners in the field of education and that our primary concern must be directed toward the students we teach.

ARTICLE IX

CURRICULUM COORDINATING COUNCIL

A. The purpose of the council will be to coordinate the curriculum, district-wide, as well as in each building in the district.

B. The council shall consist of the Title I Director, four elementary teachers and four secondary teachers elected by the Association with at least one representative from each building. The chairman of the council shall be a teacher. The Board may provide assistance to the council and provide the minutes of the meeting for all teachers.

C. The council shall meet immediately after the instructional day ends at least once each month during the regular school year. It shall be their responsibility to determine that the curriculum is consistent throughout the district and provide assistance through one of the following agents of the Board.

- 1. District-wide matters -- the Council will confer with the Superintendent.
- 2. Secondary-wide matters -- the Council will confer with the Assistant Superintendent.
- 3. Elementary-wide matters -- the Council will confer with the Superintendent.

4. Individual building matters -- the Council will confer with the individual building principal.

D. The Council may appoint such professional study sub-committees as are deemed necessary and charge them with specific responsibilities and time limitations. Such sub-committees will have released time only upon the approval of the Superintendent.

E. The Council will be responsible for its actions and report in writing to the Superintendent on or before the last Monday in May concerning accomplishments during the school year.

ARTICLE X

PROFESSIONAL ETHICS AND PRACTICES

A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement.



B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other iolations of discipline by a teacher reflect adversely upon the teaching profession and reate undesirable conditions in the school building. The Board shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period of time for correction. The Association will use its best effort to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher.

C. The teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules for delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until his representative is present. The time of such reprimand shall be arrived at by mutual agreement. Said teacher and said Association representative shall not be expected to leave his normal teaching assignment for this meeting.

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 shall be subject to the professional grievance procedure hereinafter set forth. Information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XI

PROTECTION OF TEACHERS

The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions andmethods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which has its inception in a school centered problem shall be reported immediately to the Board or its designated representative. In the event of such an assault, the teacher involved may request the assistance of the Board in such matters. These requests shall be made to the Board or its designates who shall make a determination as to whether the conduct of the teacher making such requests justifies any assistance from the Board, and the extent thereof. The decision of the Board or its Designate shall be final. 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.

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 determination that the teacher has acted in the scope of Board policy, shall provide active support the teacher in his defense. D. Time lost by a teacher in connection with any incident mentioned in this article, not compensatable under Workmen's Compensation, shall not be charged against the teacher mless he is judged guilty by a court of competent jurisdiction.

E. Any major 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. The principal shall determine what is a major complaint.

ARTICLE XII

NEGOTIATION PROCEDURES

A. Representatives of the Board and the Association bargaining committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise or other matters not specifically covered by this agreement. These meetings are not intended to by-pass the grievance procedure.

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

The results of such meetings shall be written up in the form of letters of understanding that shall be added to and considered part of the Master Contract.

B. The Association shall designate a teacher or two teachers at each school building as Association Representative (AR).

The principal and the Association representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise, unless they mutually agree that such meetings are not necessary. These meetings are not intended to by-pass the grievance procedure.

C. At least 60 days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into successor agreement for the forthcoming year.

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

D. Both parties agree to adhere to the laws of the State of Michigan in the negotiation process.

E. There shall be three signed copies of the final agreement for the purpose of record; one retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

A A system of considering grievances alleging violations of the terms of this contract written Board policy which affect the welfare of teachers is hereby agreed upon. However, it is expressly understood and agreed that any matter to which the Michigan Tenure Teachers Act is applicable shall not be subject to the grievance procedure. Should a teacher or the Association allege that a violation is in evidence, the steps of the cocedure are as follows:

1. The teacher, Association or its representatives discuss the matter informally with his principal within 10 working days of the alleged violation. If no satisfactory conclusion is reached within 5 working days following this discussion they may proceed to Step 2 within 5 working days. The first day shall be the day of the 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 10 working days after the Superintendent receives the request. The Superintendent shall make his decision within 5 working 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 reprentative in his stead, if he so chooses. In no instance shall the principal, Superinindent, 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 limit 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 the grievance be processed to completion.

C. PROCEDURES FOR THE BOARD OF EDUCATION

Level I

The immediate administrator shall first discuss the alleged grievance with the teacher either with or without HEA representation, at the teacher's discretion.

Level 2

In the event that the immediate administrator is not satisfied with the disposition of the complaint at Level 1, he shall within three working days file a written complaint to the HEA building representative. The building representative shall respond in writing to the immediate administrator within five working days.

Level 3

Least by Thursday preceding its regular meeting and requests an audience. The Board of Directors of the HEA shall place the request on its agenda for the next regular board meeting. 16

Level 4

If no satisfactory conclusion is reached at this point the administrator may then file his grievance with the State Labor Mediation Board according to law.

ARTICLE XIV

CLOSING OF SCHOOLS BECAUSE OF STORMS OR OTHER UNCONTROLLABLE CONDITIONS

In the event it becomes necessary for the Superintendent to close schools for one day because of weather and/or road conditions, teachers shall not report for duty. If the students are dismissed due to bad weather, the teachers will be dismissed shortly thereafter. However, in cases of extended bad weather of two or more days, teachers may be notified by radio and/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 for women and 65 for men. After a teacher has reached the established retirement age he may be employed on a year-to-year basis to the maximum age of 70.

ARTICLE XVI

POLICIES

A. BOARD

The HEA shall be notified in advance of any pending policy adoption and shall have the opportunity to inform the Board of its position on proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed.

B. ADMINISTRATIVE RULES AND REGULATIONS

The Association shall have the opportunity to inform the administration of its position on proposed rules and regulations. The Association shall have the opportunity to recommend areas in which administrative rules or regulations be adopted or changed.

C. TEACHERS HANDBOOK

There shall be a uniform teachers handbook for the Haslett school district. The sections to other grade levels will be available to all teachers.



ARTICLE XVII

SELECTION OF STAFF

A. COACHES

The Athletic Director, as specified in the Haslett Athletic Handbook, shall meet to discuss each coaching opening and to supply to the personnel director his recommendation regarding personnel applying for these coaching openings.

Coaches shall be hired in accordance with existing board policy. The Board agrees to act in accordance with Article VI, Sec. C, in the hiring of coaches.

Coaches shall be evaluated at the end of their season by the Athletic Director or the personnel director as his designate. The evaluation criteria shall be drawn up and mutually agreed upon by the Athletic Director, the Personnel Director, and the coaches.

If during the course of a season a member of the coaching staff or the Administration believes that a fellow coach is not fulfilling his obligations, the Athletic Director, at the direction of the director of secondary education, shall determine appropriate action.

If the Athletic Director deems the coach as not fulfilling his duties the coach shall be given a reasonable solution in a reasonable length of time to correct the problem.

Any coach who is dismissed from his coaching position shall be notified in writing by the Athletic Director as to the reasons for such dismissal. The coach shall then have the right to appeal to the Board of Education, who will make the final decision as to the tatus of the coach. The coach shall have the right to have a representative of the Association present.

Coaches will be paid in accordance with the salary schedule set forth in Article V-B.

B. ADMINISTRATORS

The Board recognizes the contribution that teachers can make in the selection of administrators. It is hereby agreed that the Board shall involve teachers in the selection of a new administrator according to the following procedure except when the need arises to alter this procedure. Need shall be determined by the Board.

Procedure for Employment of Administrators

1. A joint teacher-administrator committee of three teachers and three administrators shall do the initial screening.

2. The three teachers shall be elected by the staff involved.

3. The committee shall meet with the staff involved, before interviewing, to determine questions to be asked of each candidate.

4. The joint committee shall determine initial qualifications of the candidate within the framework of the existing Board of Education policies.

5. A majority vote of the joint committee shall determine the status of a candidate each step in the process. The Superintendent shall be notified of a tie vote.

6. When the list of candidates has been narrowed to six, the Superintendent shall reduce the number to three candidates. The Superintendent will be advised by the committee on his recommendations of the final three candidates if he so desires.

7. These three candidates shall be presented to the Board of Education with final recommendation from the Superintendent. The Board of Education shall then exercise its legal responsibility to make a final selection.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. 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 with the framework of the fiscal arrangements stipulated for the EIP program.

B. Copies of the agreement shall be produced at the mutual expense of the Board and the Association and presented to all teachers now employed or hereinafter employed by the Board.

C. This Agreement shall supercede any rules, regulations, practices or policies of the ard which shall be contrary to or inconsistent with the terms contained in any individual teacher contract heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and considered part of the established policies of the Board.

ARTICLE XIX

ration of Agreement:

This agreement shall be effective as of September 1, 1969 and shall continue in effect until June 30, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Further, both parties shall reopen negotiations for the school year beginning September 1, 1970 on the articles of teacher salary and extra pay for extra duty.

Further, each party shall have the option of reopening negotiations on three (3) articles, one of which may be a new article not mentioned in the Master Agreement. Other articles may be reopened by mutual agreement.

Further, that negotiations of the above mentioned articles shall begin no later than April 15, 1970.

Further, that if ratification of these articles has not occurred by the opening day of school 1970, the Master Agreement shall be declared null and void.

EDUCATION ASSOCIATION	BOARD OF EDUCATION
By Its President	By Its President
By Its Secretary	By Its Secretary
By Chairman, Negotiating	By Chairman, Negotiating
Committee	Team
Negotiating Committeeman	By Member
Negotiating Committeeman	By Member



SALARY SCHEDULE

	<u>B.A.</u>		<u>B.A.</u>	+ 24 (Term	Hours)
Year	Index	Salary	Year	Index	Salary
1.	1.00	\$ 7,000	1.	1.02	\$ 7,140
2.	1.05	7,350	2.	1.07	7,490
3.	1.10	7,700	3.	1.12	7,840
4.	1.17	8,190	4.	1.19	8,330
5.	1.23	8,610	5	1.25	8,750
6.	1.29	9,030	6.	1.31	9,170
7.	1.36	9,520	7.	1.38	9,660
8.	1.43	10,010	8.	1.45	10,150
9.	1.50	10,500	9.	1.52	10,640

	<u>M.A.</u>	
Year	Index	Salary
1.	1.05	\$ 7,350
2.	1.10	7,700
3.	1.15	8,050
4.	1.22	8,540
5.	1.29	9,030
6.	1.36	9,520
7.	1.43	10,010
8.	1.50	10,500
9.	1.51	10,990
10.	1.64	11,480
11.	1.71	11,970

<u>M.A.</u>	+ 24 (Term	Hou	<u>rs)</u>
Year	Index		Salary
1.	1.07	\$	7,490
2.	1.12		7,840
3.	1.17		8,190
4.	1.24		8,680
5.	1.31		9,170
6.	1.38		9,660
7.	1.45		10,150
8.	1.52		10,640
9.	1.59		11,130
10.	1.66		11,620
11.	1.73		12,110

SALARY SCHEDULE REQUIREMENTS

Steps within each category are automatic and based on years of experience and eneral 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	Bachelor Degree
	Teacher certification
Category II Step 4 Step 5 Step 6	To move into Category II: 9 term hours beyond Bachelor Degree 3 years experience Plus 4 Professional growth activities
Category III Step 7 Step 8 tep 9	To move into Category III: Total of 18 term hours beyond Bachelor Degree Plus 4 Professional growth activities not previously reported.
Category IV Step 10 Step 11	To move into Category IV: Master's Degree Recommendation of Principal Plus 4 Professional growth activities

Teaching credit - Teachers will be given credit for up to and including a maximum of 7 years teaching experience and will be placed on the 8th step.

Teachers may proceed along the Masters Degree schedule even though their degree is in administration.

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:

- Conference Professional meetings of educationally trained persons to discuss an academically oriented subject. In order to qualify, a conference must total at least six (6) hours and be in session at times other than the school day.
 - . Community Service or Civic Activity Teachers may qualify for this in Haslett or in their community of residence. These activities may be scouting, political, service clubs, etc. Must be continued activity for one (1) year or more, or the length of the activity.
- 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 six (6) sessions, or one (1) session for at least six (6) hours.
- 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 described in writing and accepted by the Principal.
- 6. Service on Professional Committees In order to qualify, the committee on which the teacher served should have met at least six (6) 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 Travel which contributes to the cultural background of a faculty member or enables him to acquire firsthand knowledge useful to his work shall be recognized as contributing to professional growth. A brief written report of the travel shall be submitted and the Principal shall determine whether it is acceptable as a Professional Growth Activity.
- 9. Visitation 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 five (5) visits of one hour or one (1) visit of at least five (5) 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.
- 11. Student Teaching Supervision of student teacher for one (1) term full time or two (2) terms part time.

ARTICLE V-B Extra Duty Pay Schedule

Head Football Assistant Football Freshman Football Junior Varsity Football Head Basketball Junior Varsity Basketball Freshman Basketball Baseball Track	10% 10% 7% 7% 7% 7% 7% 7% 7% 7% 7% 5%
Junior High Football	40
Junior High Wrestling	4%
Audio-Visual Building Aides	\$100.00
Class Sponsors	4000 00
Junior and Senior	\$200.00
Freshman and Sophomore	\$100.00
Student Council	\$200.00
	1
Junior High Student Council	\$100.00
	4750.00
Girls Athletic Association	\$150.00
Debate	\$200.00
Senior High Cheer Leaders	\$200.00
Junior High Cheer Leaders	\$100.00
Junior-Senior Play	\$300.00
	4300.00
Fifth Grade Camp	\$150.00
Band Director	10%
Datid Diff 60001	T 0 10
Special Education	\$300.00
Thetano II and I and And I and I	4150.00
 Future Homemakers Association	\$150.00

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.

ARTICLE V-C

Insurance Protection

Pursuant to the Authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

The Board shall provide full MEA Super Medical Health Care Protection or Blue Cross/ Blue Shield Protection for a twelve-month period for each member of the bargaining unit and his eligible dependents.

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

The Board shall provide a \$4,000 conference expense budget to be administered by the executives of the HEA. It is expressly understood that these monies are to be used for educational conferences and not conferences sponsored by the MEA.

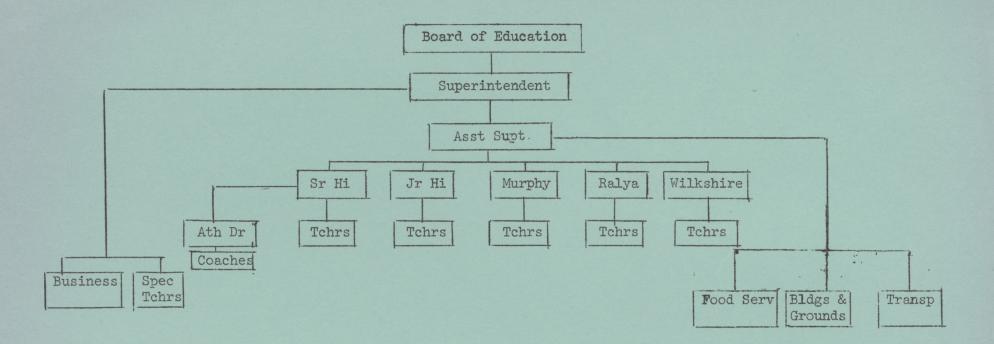
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Week of	Events	Days in Session
Sept. 1-5	Teacher orientation 2-3 Classes begin 4	2
Sept. 8-12	0100000000	5
Sept. 15-19		5
Sept. 22-26		5
Sept. 29-Oct. 3		5
Oct. 6-10	MEA Institute Oct. 11	5
Oct. 13-17	Elementary Parent Conferences	5
Oct. 20-24		5
Oct. 27-31	End of First Marking Period Sec.	5
Nov. 3-7		5 5 5 5 5 5 5 5 5 5 5 5 5
Nov. 10-14	End of First Marking Period El.	2 5
Nov. 17-21 Nov. 24-28	Secondary Parent Conferences	3
1000. 24-20	Thanksgiving Vacation 27-28	5
Dec. 1-5	mainsgiving vacation 21-20	5
Dec. 8-12		5
Dec. 15-20		5 5
Dec. 22-Jan. 4	Christmas Vacation	Ó
Jan. 5-9		5
Jan. 11-16		5 4
Jan. 19-23	End of 1st semester	4
	Teacher record day 23	
Jan. 26-30		5
Feb. 2-6		5 5 5 5 5 5 5 5 5 5
Feb. 9-13		5
Feb. 16-20		5
Feb. 23-27		5
Mar. 2-6	Elementary Parent Conferences	5
Mar. 9-13		5
Mar. 16-20	End of 3rd marking period Sec.	
Mar. 23-27	Spring Vacation	0
Mar. 30-Apr. 3	End of 3rd marking period El.	5
Apr. 6-10		5
Apr. 13-17 Apr. 20-24	Secondary Parent Conferences	2
Apr. 17-May 1	becondary rarent conterences	5
May 4-8		5
May 11-15		5
May 18-22		5 5 5 5 5 5 5 5 5 4
May 25-29	Memorial Day 29	
June 1-5		5
June 8-12	Last day of school 11	4
	Record Day 11-12	
	Check out 12	

ARTICLE XIII A Grievance Report Form Grievance # School District Distribution of Form 1. Superintendent 2. Principal GRIEVANCE REPORT 3. Association 4. Teacher Submit to Principal in Duplicate Assignment Date Filed Building Name of Grievant STEP I Date Cause of Grievance Occurred Α. B. 1. Statement of Grievance 2. Relief Sought Signature Date C. Disposition by Principal Signature of Principal Date Position of Grievant and/or Association D.

Signature

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	STEP II	
Disposition of Supering	ndent or Designee	
	Signature	Date
Position of Grievant a	/or Association	
	Signature	Date
	STEP III	
Date Received by Board	f Education or Designee	
Disposition by Board		
	Signature	Date
Position of Grievant a	/or Association	
	Signature	Date
	DIBIROUTC	Date
	STEP IV	
Date Submitted to Media	ion	
Disposition & Award of	lediation	
	Signature of Arbitrator	Date of Decis



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Each secretary is assigned to and responsible to an administrator. This line of responsibility then extends through the Assistant Superintendent to the Superintendent.

Personnel classified as teachers who have responsibilities in more than one building are responsible to the building administrator for the position of the day that they function in his building. Coordination problems are the responsibility of the Superintendent.