

MASTER CONTRACT  
BETWEEN  
HASTINGS EDUCATION ASSOCIATION  
AND  
HASTINGS BOARD OF EDUCATION

*Hastings Area Schools*  
*Hastings, Michigan*

*July 1, 1970      June 30, 1973*

This Agreement entered into this 1st day of July, 1970, by and between the Board of Education of the Hastings School District, Hastings, Michigan, hereinafter called the "Board", and the Hastings Education Association, hereinafter called the "Association".

#### WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Hastings School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

#### ARTICLE 1 RECOGNITION

A. The Board hereby recognizes the Asso-

ciation as the exclusive bargaining representatives, as defined in Section 11 of Act 379, Public acts of 1965, for all certificated teaching personnel, including heads of departments, counselors, librarian, and nurse employed by the Board, but excluding supervisory personnel, clerical, maintenance, transportation and all other non-certificated personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. 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, 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. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Board establish.

D. Nothing contained herein shall be construed to deny or restrict the Board or any teacher rights granted under the Michigan General School laws. The rights granted to teachers hereunder shall be deemed to be in

addition to those provided elsewhere.

## ARTICLE 11 TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities authorized by the Act 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 479 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities authorized by the act 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.

B. The Board specifically recognizes the right to its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of Article 17, Section D of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided such use does not conflict with any previously scheduled school sponsored activity. Bulletin boards and other established media of communication shall be made available to the Association and its members. Any notices of meetings must be signed by the sponsor.

D. The Board agrees to continue to furnish to the Association, in response to requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs in behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. The Association reserves the right to grieve in accordance with the procedure provided herein, when action taken by the Board may reasonably be claimed to be contrary to a specific limitation, set forth in this Agreement, of such rights of the Board.

F. The Board agrees to provide release time for the President of the Association. This release time will consist of one (1) hour per day to be agreed upon by the President and the Board, preferably the last hour of the day. The Board and the Association agree to share the cost of the release time on the following basis: 1/12 of the President's salary paid by the Board and 1/12 paid by the Association.

## ARTICLE 111 SCHOOL BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitation, 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/or the United States, including but without limiting the generality of the foregoing; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the provisions of Public Act 379 and specific and express terms of this agreement.

## ARTICLE IV PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A and subject to the provisions of Schedule A which is attached to and incorporated in this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined by Schedule B, appended to this agreement during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, as has been established in Schedule A. The teacher shall be paid for his supervision of extra-curricular activities of students, as listed in Schedule A. and for other duties as specified in Schedule A.

C. The school calendar with legal holidays and vacation periods will be as listed in Schedule B. No deviation from this agreed schedule shall be made unless accepted by the Association and the Board.

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

E. Any teacher substituting in any classes other than the normal teaching load shall be paid at the amount specified in Schedule A, Section 6 of this contract.

F. Any teacher assigned an extra class or the equivalent of one extra in-the-classroom hour per day shall receive an additional one-fifth of his salary as specified in Schedule A, Section 1.

G. Any teacher who is employed in the Hastings Public School System and who attends an accredited college or university shall, upon satisfactory completion of the course, be granted, by the Board, compensation as established in Schedule A, Section VII. Teachers receiving scholarships from any other source are not eligible to receive such grants for either resident or non-resident courses.

## ARTICLE V TEACHING HOURS

A. Teachers shall be at their assigned classroom within the building as defined in Schedule C unless exception is granted by the principal. All secondary teachers shall remain in their

rooms or in the hall near their rooms during the passing of students between classes. On days preceding holidays, teachers are free from duty at the close of the pupils' school day.

B. Lunch period in Secondary Schools will be 25 minutes. Elementary lunch period will be 45 minutes.

## ARTICLE VI TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 conference periods. The normal ratio of students to qualified counselors in the high school shall not exceed 400. The normal weekly teaching load in the junior high will be 30 teaching periods and 5 conference periods to be reviewed the end of the 1970-71 school year. Teachers will attend all programs that are scheduled during their teaching periods. Included are assemblies and pep meetings. Assemblies set on the Assembly Schedule shall be attended by all teachers. The normal weekly teaching load in the elementary schools will be 27½ teaching hours and the equivalent of 5 unassigned preparation hours. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside



the scope of their teaching certificates or their major or minor field of study without prior consultation of the Association.

C. Teachers who will be affected by a change in grade, subject, or building assignment shall be notified and consulted by their principals as soon as practical and prior to end of school year. No deviation from the previous year's grade, subject, or building assignment shall be made without prior consultation of the teacher involved. Teachers shall be notified of their entire teaching assignment including grade, specific subject, non-reimbursable extra duty and building assignment by the end of the school year.

D. Building staff meetings not held on school time shall normally be held as follows:

High School	_____	_____	3rd Monday
Junior High School	_____	_____	3rd Monday
Grade Schools	_____	_____	3rd Monday

Department meetings will be held as the head of department sees fit. Teachers are required to attend these meetings unless excused ahead of time by their principal.

E. The Board and the Association require participation at all school sponsored open houses and regularly scheduled P.T.A. meetings as a part of the teachers' professional responsibilities.

## ARTICLE VII TEACHING CONDITIONS

A. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and thus the

organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Therefore, the Board and Association sincerely subscribe to the general objective of keeping the student-teacher ratio at accepted standards and lowering them where feasible.

All academic classes shall be limited by a pupil-teacher ratio not to exceed 25:1 except any elementary academic class in which a ratio of more than 25:1 is desirable shall be defined by the teacher and principal and they may set the appropriate ratio. Any academic class with permanently established learning stations may not exceed a ratio greater than the number of those learning stations to one teacher unless the teacher and principal agree to the increase. Furthermore, the 25:1 pupil-teacher ratio shall not be set until the 2nd Friday in October. Academic classes shall be defined as those in elementary grades and those in the secondary departments of (a) Science and Math, (b) Communication Skills, and (c) Social Studies.

It is agreed that if the Association believes the student-teacher ratio in a non-academic class exceeds proper standards, such matter, together with a proposed solution, should be brought to the Board's attention for discussion and resolution.

Commencing in 1972-73, the following counselor-student ratio is established:

High School_____	350:1
Junior High_____	350:1
Elementary_____	One (1) full-time Counselor added.

B. The Board shall continue to furnish without charge, at the teacher's request, gym uniforms for all physical education teachers, smocks for art teachers, home economics,

manual training and science teachers, and shall provide without charge laundering service thereof.

C. The Board recognizes that appropriate texts, including integrated textbooks and supplementary materials dealing with minority group contributions, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer as need arises for the purpose of improving the selection and use of such educational tools and the Board agrees to promptly consider the implementation of all joint recommendations thereon made by its representative and the Association.

D. The Board shall require that each teacher shall prepare proper daily lesson plans and other information necessary to assist substitute teachers in their temporary assignments.

E. The Board and the Association agree that major effort shall be made to reduce the number of non-professional responsibilities.

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

G. The Board shall make available in each school in so far as possible adequate lunchrooms, lounges, equipment and lavatory facilities for teacher use. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

H. Private telephone facilities shall continue to be made available to teachers for their reasonable use.

I. Adequate parking facilities shall continue to be made available to teachers for their exclusive use during the teaching day.

J. The payroll schedule as agreed to shall be followed with no exceptions other than emergencies. The Board agrees to a 26 pay period plan (every other Friday commencing with the second Friday in September) as soon as the purchase of special data processing (computer) services has been arranged.

K. School mail boxes shall be placed in each building including Algonquin Lake, Altoft and Welcome Corners with the delivery of school mail, school communications and payroll to the boxes. This delivery shall be on a daily basis if there are items for delivery.

L. The Board agrees to pay for chest X-rays of T.B. positive reactors.

M. The Board agrees to provide flu shots for those members of the Association who desire them.

## ARTICLE VIII VACANCIES AND PROMOTIONS

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

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the

district and other relevant factors with out regard to race, color, creed, national origin, or sex. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service.

C. The Board agrees to continue its policy of of giving top priority to its own staff for assignments to supervisory positions, in accordance with existing statutes to determine the qualifications for such advancement. These qualifications should also include experience, and personality factors that in the judgment of the Board are necessary to be a successful administrator. The Board, through its representatives, agrees to continue its policy of consultation with the Association on Administrative appointments.

D. Any teacher on continuing tenure whose services are terminated because of a lack of funds shall be appointed to the first vacancy in the District for which he is certified and qualified in accordance with the seniority procedures developed by the System Tenure Committee. Notice of termination of service shall be made in writing by the Board 60 days on or before the last day of the regular school year.

## ARTICLE IX TRANSFERS

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

B. In the event transfers of teachers are necessary, the teachers involved shall be con-

sulted collectively. If the requested transfers are agreed to, such transfers shall be made. If total agreement is not reached, lists of available positions shall be posted in the same manner as provided in Article VIII and then such transfers shall be made only after consultation with the Association.

C. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or administrative status.

## ARTICLE X LEAVE PAY

A. Each teacher absent from duty on account of personal illness, funeral attendance, family emergency, or any other approved reason shall be allowed full pay for a total of the number of days in Schedule A, all days available from the first day of the school year. One additional day each school year, not charged against sick leave, may be used for personal business. Thus, one personal leave day is authorized per year, not accumulative to an ensuing year.

B. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave as specified in Schedule A, Section IX which shall be available in future years at full pay. The accumulated sick leave shall not be reduced until the current 10 days of the current school year have been used.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensa-

tion Law and his regular salary for a period of 90 calendar days with no subtraction from accumulated sick leave. Such 90 day period to be extended when school is not in session. Upon the completion of this 90 day calendar period, the teacher may use his accumulated sick leave on a pro-rated basis determined by the percentage of earnings not covered by the Workmen's Compensation received.

## ARTICLE XI LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- (1) Serious illness in the immediate family defined to include father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, grandparents, or dependent of immediate household residence.
- (2) As long as necessary when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Time necessary for attendance at a funeral service of person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teachers' sick leave allowance

shall be granted for the following reasons:

- (1) Three days for a death in the immediate family, as defined above. Days beyond three will be charged to sick leave.
- (2) Absence when a teacher is called for jury service.
- (3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.
- (4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.
- (5) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay may be granted upon application and with approval of the Board for the following purposes:

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

The duration of such leave shall also be approved by the Board at the time of application.

Teachers being granted such a Leave of Absence will be reinstated with no loss of position or the reduction on salary schedule.

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



sence under this section shall require a doctor's certification in order for the teacher to receive compensation.

F. A maternity leave shall be granted without pay commencing on a date set by mutual agreement between the teacher, her doctor, and the Board. The teacher shall notify the Board of her intent to return within one year from the start of her leave. The teacher shall then be hired for the first vacancy she is qualified to teach.

G. Pursuant to Section 472 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year upon application to and with the approval of the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid, by the Board, the difference between whatever stipend he may receive and his full annual salary for that year.

The teacher shall agree to return to employment in the Hastings Public Schools for a period of two full years immediately following the completion of his sabbatical leave or refund the Board's grant.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement

H. The Board shall grant a leave of absence, without pay, to any teacher to campaign for, or serve in, a public office. If the candidate is successful, his leave shall terminate after the end of the first term. If the candidate is un-

successful, he may not return to the District during the ensuing school year. The leave agreement may be terminated at any time by both parties so agreeing.

1. No leave without pay shall be granted for such reasons as extended spring vacation or other seasonal vacation periods.

## ARTICLE XII TERMINAL LEAVE

In appreciation for services to the school district, a terminal leave payment of 10 per cent of the AB base will be paid upon retirement provided this teacher shall have been employed in the school district for the past 15 years.

## ARTICLE XIII 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:

A. MEA Medical and Surgical insurance shall be paid by the Board at the rate as stated in Schedule A, Section VIII.

B. The Board agrees that through its insurance, Workmen's Compensation and Employer's Liability Policy and Coverage-Employers' Liability:

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured.

## ARTICLE XIV TEACHER EVALUATION

A. All monitoring or observation of the Work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. All evaluation of teachers shall be done in accordance with procedures established by the Hastings Public School System's Tenure Committee.

B. 1. Each secondary probationary teacher shall be evaluated at least once each semester by an administrator and head of department. An elementary probationary teacher shall be evaluated each semester at least once by an administrator and an experienced elementary tenure teacher appointed by the building principal. The experienced elementary teachers will be recommended to the building principal in the following manner:

The teaching staff of each elementary building complex (N.E. and Feeders, Central & Annex, S.E., and Pleasantview) will recommend one upper elementary (Grades 4-6) and one lower elementary (Grades K-3) teacher on or before June 1st of the prior school year. From the pool of the four teachers at each level, the principals will select one from each level to serve as the teacher evaluator for the next school year. Teacher evaluators shall not serve two consecutive years.

Probationary teachers shall be allowed released time to observe other classroom teachers if they so request or such visitations may be encouraged by the administrator, head of department or experienced elementary tenure teacher assigned as teacher evaluator.

2. All tenure teachers shall be evaluated by an administrator and/or department head at least once each school year. Any tenure teacher who has his tenure revoked shall have the right to be evaluated by an experienced tenure teacher appointed by the department head or the assigned elementary teacher evaluator.

3. Substitute teachers shall be provided at Board expense in order to release the experienced elementary teacher to observe the probationary elementary teacher being evaluated. Substitute teachers shall also be provided for the purpose of releasing probationary teachers to observe experienced teachers, including department heads, if in the judgment of the Principal, Department Head or experienced elementary teacher evaluator such observation is necessary or if the probationary teacher asks for such an opportunity.

C. 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.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or represen-

tative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

## ARTICLE XV 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 support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When a student is removed from a class for disciplinary reasons, the student shall not be re-admitted to that class until the teacher involved and the principal have had a conference. Whenever it appears to the teacher and the principal that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take such steps as may be necessary to relieve the teacher of responsibilities 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 assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or

sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his defense. If the final judicial decision indicates teacher liability, all expenses not covered by insurance shall be paid by the teacher.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined that the teacher is not liable.

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

F. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property, not covered by the teacher's personal insurance, while on assigned duty, the loss not being the fault of the teacher.

G. Any major complaint to the Board or its designated representative by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. The complaint shall be given to the teacher at least one day before the confrontation with the parent. The teacher may request a representative of the Association to be present at such meeting.

## ARTICLE XVI NEGOTIATION PROCEDURES

A. 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 the Agreement upon request by either

party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters as stated in Article XVI, Section D.

B. In the event the salary schedule is reopened for negotiation, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule according to Section D, Article XVI. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering conditions of work, personnel policies, teacher welfare, salaries, and other problems of mutual concern.

C. 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 its 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 and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority of negotiations or bargaining, subject only to such ultimate ratification.

It is recognized that provisions for negotiations between the Association and the Board are a creation of state government. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem

appropriate.

D. Notification:

The Association shall submit in writing to the Board or its designated representative a request for a meeting with the Board, or designated members of the Board to discuss specific matters dealing with any of the previously mentioned areas. Likewise, the Board or its designated representative shall request in writing a meeting with the professional negotiation committee of the Association.

Within five (5) days of the receipt of such request, agreement shall be reached as to time and place for the meeting which shall be held within fifteen (15) days of the receipt of the request, unless there is agreement by both parties to an extension of time.

The party requesting the meeting must submit written statements to the other party not less than five (5) days before the date set for the meeting. Each party shall provide such information in writing as is pertinent to the statement of the problem.

## ARTICLE XVII GRIEVANCE PROCEDURES

A. Definitions:

- (1) A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
- (2) The "aggrieved person" is the person or persons making the claim.
- (3) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- (4) A "party of interest" is the person or persons who might be required to take action or against whom action might be



taken in order to resolve the problem.

- (5) The term "days" shall mean calendar days.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

#### C. Structure

- (1) There shall be one or more certified Association Representatives for each school building to be selected in a manner determined by the Association.
- (2) The Association shall establish a certified Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
- (3) The building principal shall be the administrative representative when the grievance arises in that school building.
- (4) The Board hereby designates the Superintendent as their representative when the grievance arises in more than one school

building.

#### D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

##### (1) Level one

A teacher with a grievance shall discuss it with his immediate supervisor or principal; (1) individually, (2) together with his Association Representative or (3) through the Association Representative.

##### (2) Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within ten (10) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days

from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

(3) Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee to the Board's Professional Negotiation Committee. Within ten (10) days from receipt of the written referral by the Board, its Professional Negotiation's Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

(4) Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

(5) Level Five

In the event the grievance is not satisfactorily resolved at Level Four, or if no decision is reached, the grievance shall be submitted to arbitration before an impartial arbitrator selected by the interested parties. If, within 5 days, the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules

which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator.

#### E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any educational organization other than the Association and the Michigan Education Association and the National Education Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

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

G. Any costs incurred in the arbitration process under this Article shall be equally shared by both parties.

#### H. Miscellaneous

- (1) A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
- (2) The grievance discussed and the decision

rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

- (3) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- (4) All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.
- (5) Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be Prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (6) All parties shall have access to places, and records for all information necessary to the determination and procession of the grievance.

## ARTICLE XVIII

### SCHOOL SYSTEM ADVISORY COUNCIL

There is hereby established a School System Advisory council composed of Association members, administrators and Board members.

The purpose of this Council shall be to recommend solutions to school related problems. The Board will act upon these recommendations and report all action taken to the Council within one month after the recommendation has been made. The Council shall be empowered to select a sub-committee from its own members and others whom the Council deems necessary to find a

solution to the problem.

Meetings shall be held as often as deemed necessary by the Council.

## ARTICLE XIX MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain a list of substitute teachers. Substitute teachers will be required to keep the same starting and ending working hours each day as the regular staff. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher to take all of that teacher's duties. No person covered by this contract shall be used as a substitute without his prior consent.

B. The Board agrees to continue its policy of providing free passes to teachers and spouses for all athletic events.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District. The Association shall have the opportunity, in advance, to consult with the Board with respect to tax programs and to make recommendations which shall be presented at Board meetings prior to final adoption of such programs by the Board.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession, as interpreted by the Association and its membership, defines acceptable criteria of professional behavior. All persons covered by this contract shall be bound by the Michigan Education-Asso-

ciation's Code of Ethics as interpreted by the Association, the Code of Ethics of the Michigan School Board Association, as interpreted by the Board of Education, and the American Association of School Administration Code of Ethics as interpreted by the School Administration.

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

F. Copies of this Agreement shall be printed and the expense shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of this 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.

#### ARTICLE XX

This Agreement shall be effective as of July 1, 1970 and shall continue in effect until the 30th day of June, 1973. This Agreement shall

not be extended orally and it is understood that it shall expire on the date indicated.

Arthur Steward Jr  
President, Hastings Education Association

Jayne Miller  
Secretary, Hastings Education Association

Charles E. Mowell  
President, Hastings Board of Education

Barbara von Reis  
Secretary, Hastings Board of Education



SCHEDULE A

1970-71\*

\*(Opened by mutual agreement only)

I. SALARY SCHEDULE

32

<u>Step</u>	<u>B.A.</u> Increment compounded on BA base at 4 3/4%	<u>BA + 20</u> 5% above BA base	<u>MA</u> 10% above BA base increment compounded on MA base at 4 3/4%	<u>MA + 15</u> 6% above MA base	<u>MA + 30</u> 8% above MA base	<u>Special- ist</u> 10% above MA base
0	7400	7770	8140	8628	8791	8954
1	7752	8022	8527	9015	9178	9341
2	8120	8490	8932	9420	9583	9746
3	8498	8868	9348	9836	9999	10,162
4	8901	9271	9792	10,280	10,443	10,606
5	9324	9694	10,256	10,744	10,907	11,070
6	9767	10,137	10,643	11,131	11,294	11,457
7	10,231	10,601	11,254	11,742	11,903	12,068
8	10,717	11,087	11,789	12,272	12,440	12,603
9		11,597	12,349	12,837	13,000	13,163

## II. EXTRA PAY FOR EXTRA DUTY

A. All percentages based on B.A. salary schedule (Sec. 1) Full credit for previous experience (Not retroactive)  $\frac{1}{2}$  credit for previous experience when changing from one sport to another within the Hastings system. (Not retroactive) Full credit in a given sport.

Athletic Director.....	12%
Head Football.....	12%
Asst. Varsity Football.....	8%
Head J.V. Football.....	8%
Asst. J.V. Football.....	6%
Head 9th Grade Football.....	8%
Asst. 9th Grade Football.....	6%
Head Basketball.....	12%
J.V. Basketball.....	8%
9th Grade Basketball.....	6%
8th Grade Basketball.....	5%
7th Grade Basketball.....	5%
Head Wrestling.....	11%
Asst. Wrestling.....	7%
Head Baseball.....	8%
J.V. Baseball.....	5%
Head Track.....	8%
Asst. Track.....	5%
Cross Country.....	6%
Tennis.....	6%
Golf.....	6%
Cheerleading.....	8%
Vocal Music.....	12%
Band Director.....	12%
Asst. Band Director.....	8%
Orchestra.....	5%
Yearbook.....	7%
Newspaper.....	5%

Junior Play .....	6%
Senior Play .....	6%

B. All percentages based on B.A. base salary  
(Sec. 1)

Summer School .....	1%/hour
Driver Education (Behind the wheel) .....	.08%/hour
Athletic event .....	1%/event
Driver Education (Classroom) .....	1%/hour

C. All percentages based on individual's salary  
schedule (Sec.1)

Heads of Department .....	6%
---------------------------	----

### III. PREVIOUS EXPERIENCE

Teachers joining the Hastings staff with previous education experience shall receive full credit for such previous experience including extra duties (not retroactive).

### IV. EFFECTIVE DATES

Increments become effective on the starting day of school each year and advancement under salary schedule shall be automatic as of starting of school on Feb. 1, following completion of required academic or professional courses.

### V. LONGEVITY

1. Longevity shall be granted at the 15th year providing the last five consecutive years have been spent in the Hastings system and that the teacher is at the maximum of the salary schedule. The rate shall be 4½% of the B.A. Base.

2. Longevity shall be granted at the 20th

year providing the last ten consecutive years have been spent in the Hastings system and that the teacher is at the maximum of the salary schedule. The rate shall be 9% of the B.A. base.

#### VI. SUBSTITUTE TEACHERS

1. Substitute teachers shall receive \$30.00 per diem.
2. Teachers taking any class other than his regular assignment shall receive 1/5 of the substitute pay per class.

#### VII. EXTRA CREDIT HOURS

1. \$30.00 per semester hour for on-campus credit.
2. \$17.50 per semester hour for off-campus credit out of Hastings.
3. \$8.50 per semester hour for off-campus credit in Hastings.

#### VIII. HEALTH INSURANCE

1. Single . . . . \$20.35 per month (full coverage)  
(super med.)
2. Self (full coverage)  
and children . 21.15 per month (super med.)
3. Married w/ children (full coverage)  
both on staff 29.95 per month (super med.)
4. Married,  
no children 21.60 per month
5. Married,  
w/children 23.55 per month

#### IX SICK LEAVE

15 days sick leave allowed for first year of teaching in Hastings with 10 additional days per year thereafter accumulative to 100 days.

#### X. LIFE INSURANCE

The Board shall provide a fully paid \$5,000 term life insurance policy for each full-

time teacher.

\*\*\*\*

1971-72\* \*(opened by mutual agreement only)  
(Shows only the changes from 1970-71 agreement)

I SALARY SCHEDULE

Salary increase of 5½% or \$106,100.00.  
(Method of distribution of funds to be determined by salary committee of the Association and representatives of the Board)

II. EXTRA PAY FOR EXTRA DUTY SCHEDULE

Extra duty increments and adjustments  
(to be determined as above) \$3,500.00

VIII. HEALTH INSURANCE

1. Married, no children . . . \$22.85 per month

2. Married, w/children . . . 26.75 per month

IX. SICK LEAVE

Sick leave shall accumulate to 110 days.

\*\*\*\*

1972-73\* \*(May be opened by either party)  
(Shows only changes from 1970-71 agreement)

I. SALARY SCHEDULE

Salary increase of 3½% or \$72,500.00  
(method of distribution based on 1971-72 method)

II. EXTRA PAY FOR EXTRA DUTY SCHEDULE

Extra duty increments and adjustment  
(to be determined) . . . . \$3,500.00

VIII. HEALTH INSURANCE

1. Married, (full coverage)  
no children . \$24.15 per month (super med.)

2. Married (full coverage)  
w/children . . 29.95 per month (super med.)

IX. SICK LEAVE

Sick leave shall accumulate to 120 days.

SCHEDULE B  
HASTINGS PUBLIC SCHOOLS  
SCHOOL CALENDAR  
1970-71

All School Enrollments

Monday, Tuesday, Wednesday Aug, 24, 25, 26

New Teacher Planning Day      Thursday Aug. 27

All Staff Planning Day              Friday Aug. 28

Classes begin                          Monday Aug. 31

Labor Day                                No School Sept. 7

Staff Parent-Teacher Conf. and/or Staff In-  
service Training

(No school for Students) Mon., Tues., Nov. 2&3\*

Thanksgiving      Close Wed., Nov. 25 - 3:15 p.m.

Open Mon., Nov. 30

Christmas Vacation

Close Wed., Dec. 23 - 3:15 p.m.

Open Mon., Jan. 4

Final Exams

Tuesday, Wednesday, Thursday Jan. 19, 20, 21

No School for Students (K-12)

(Teachers correct tests & mark cards)

Fri., Jan 22

First semester ends                      Fri., Jan. 22

Second semester begins                  Mon., Jan. 25

MEA Regional Institute                  Mon., Feb. 15

Staff Parent-Teacher Conf. and/or Staff In-service Training

(No school for Students)

Mon., Tues., March 29 & 30\*

Spring Vacation

Close 3:15 p.m., Thurs., April 8

Open Mon., April 19

Memorial Day Recess

Monday, May 31

Baccalaureate

3:00 p.m. Sunday, June 6

Second semester finals

Monday, Tuesday, Wednesday June 7, 8, & 9

No school for Students (K-12)

(Teachers correct tests & mark records)

Thursday, June 10

All Students attend A.M. only Friday, June 11

Second semester ends

June 11

Commencement

8:00 p.m. Friday, June 11

#### DAYS IN SESSION

	1969-70		1970-71
Sept.	21	August	3
Oct.	23	Sept.	21
Nov.	18	Oct.	22
Dec.	15	Nov.	19
Jan.	20	Dec.	17
Feb.	18	Jan.	20
March	20	Feb.	20
April	19	March	23
May	21	April	16
June	5	May	20
		June	9
	<hr/>		<hr/>
	180		190

Notes:

- (1) Board hires extra secretarial help to mark records at end of 1st and 2nd semester.
- (2) Board Staff Workshops will be scheduled 3:30 - 5:30 p.m.
- \*(3) Kindergarten teachers will also have conferences Nov. 4, 5, and March 31, April 1 with substitute handling classes.

SCHEDULE C  
TEACHER HOURS

	(Arrival)	(Departure)
Pleasantview	7:50 a.m.	3:30 p.m.
Northeastern	8:30 a.m.	3:45 p.m.
Southeastern	8:30 a.m.	3:45 p.m.
Central Annex	8:30 a.m.	3:45 p.m.
Junior High	8:30 a.m.	3:30 p.m.
High School	8:30 a.m.	3:30 p.m.
Welcome Corners	8:30 a.m.	4:00 p.m.
Algonquin Lake	8:30 a.m.	4:00 p.m.
Altoft	8:30 a.m.	4:00 p.m.



## TABLE OF CONTENTS

	PAGE NO.
Effective Date .....	1
Article I Recognition .....	1
Article II Teacher Rights .....	3
Article III School board Rights .....	5
Article IV Professional Compensation .....	5
Article V Teaching Hours .....	6
Article VI Teaching Loads and Assignments ..	7
Article VII Teaching Conditions .....	8
Article VIII Vacancies and Promotions .....	11
Article IX IX Transfers .....	12
Article X Leave Pay .....	13
Article XI Leaves of Absence .....	14
Article XII Terminal Leave .....	17
Article XIII Insurance Protection .....	17
Article XIV Teacher Evaluation .....	18
Article XV Protection of Teachers .....	20
Article XVI Negotiation Procedures .....	21
Article XVII Grievance Procedures .....	23
Article XVIII School System Advisory Council ..	28
Article XIX Miscellaneous Provisions .....	29
Article XX Duration of Agreement .....	30
Schedule A Salary Schedule .....	32
Schedule B School Year Calendar .....	37
Schedule C Teacher Hours .....	39