

Aug. 31, 1970

HILLSDALE COMMUNITY SCHOOLS  
Hillsdale, Michigan

*Hillsdale Community Schools*

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

BOARD OF EDUCATION OF THE HILLSDALE COMMUNITY SCHOOLS

And

HILLSDALE EDUCATION ASSOCIATION, INC.

September 1969

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

Hillsdale Community Schools  
Hillsdale, Michigan

PROFESSIONAL NEGOTIATIONS AGREEMENT

This is a Professional Negotiations Agreement between the Board of Education of the Hillsdale Community Schools, Hillsdale, Michigan (hereafter called the Board), and the Hillsdale Education Association, Inc. (hereafter called the Association).

GENERAL STATEMENT OF POLICY

The Board and the Association agree that the development, implementation and efficient operation of a high quality instructional program is the responsibility of both the Board and the Professional Educators who are employed by the Board. It is further agreed that the best way to discharge this joint responsibility is through close consultation among the Board, the Administration, and the Teaching Staff.

The Board, on request, will make reasonable time available at any of its planning sessions to meet with the Association Liaison Committee which shall consist of not more than three members for the purpose of discussion of agenda items of mutual interest and/or public interest, it being understood that the Board and Association have a unilateral purpose in mind, namely the education of the children of the district. It being further understood and agreed that the letter and spirit of this article is that there shall be a meaningful exchange of facts and ideas on all subjects for discussion,, including curriculum, economics and other problems facing the Hillsdale Community School system, with respectful consideration being given to the facts and ideas presented by both the Board and the Association.

Since these groups have the same goal, providing the best possible education for all students enrolled in the schools, relationships must be maintained which are based upon these high ideals and common interests and the proposition that education is a public trust and a professional calling.

The effective implementation of the above-stated policy requires a mutuality of relationship between the parties of this Agreement, both collectively and as individual members of their respective groups. It is recognized that among the requisites for accomplishing the matters set forth in this General Statement of Policy, both the Board and Association must promote the quality as well as the morale of the teachers.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining unit for all teachers employed or to be employed by the Board, but excluding substitute teachers, supervisory and executive personnel, office, clerical, custodial, and school lunch employees, teacher aides, and school bus drivers. Supervisory and executive personnel is understood to mean those persons who draw their authority directly from either the Board of Education or the Superintendent and who are required or permitted by that authority to make policy or rules which are obligatory upon members of the bargaining unit and/or are required by the nature of their responsibilities to evaluate members of the bargaining unit. Individual contracts will be "Administrator" or "Teacher". The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined and references to males shall include female teachers. Secondary teachers shall refer to teachers of grades 7-12 and elementary teachers shall refer to teachers of grades K-6.

B. 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 representative has been given an opportunity to be present at such adjustment.

C. Within ten days from the beginning of their employment hereunder, teachers shall sign and deliver to the Board an assignment authorizing the deduction of membership dues or assessments of the Association (including the NEA and the MEA). This assignment authorizing deduction of membership dues is subject to change on a yearly basis at the option of the employee.

D. Nothing contained herein shall be construed to deny or restrict to any teacher, rights which he may have under any state or federal laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. The Board recognizes the "Code of Ethics" of the education profession (as promulgated by the NEA representative assembly, July, 1968), as establishing worthy goals for the teachers of the Hillside Community Schools.

E. Teachers shall have the right to join any teacher organizations but membership in a teacher organization shall not be required as a condition of employment.

ARTICLE II

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, 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 of the United States, including, and without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades 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;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

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ARTICLE III

TEACHER RIGHTS

A. The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of their rights granted to them under the laws above stated.

B. The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged for with the Building Administration in advance. The Administration retains the right-of-room assignment. Bulletin boards and teachers' mail boxes shall be made available to the Association for the posting or placement of materials relating to official business of the Association. These materials must be signed by a designated Association official. All such materials shall be sent to the Superintendent's Office prior to posting or placing in mailboxes for his information and as a matter of courtesy.

C. All annual professional dues are to be deducted from the total salary and the remainder of the salary prorated for the options listed for number of pays. Association will reimburse the Board for all losses caused by prepayment of dues resulting from this provision, and will be limited to the prepayment itself.

ARTICLE IV

PROFESSIONAL COMPENSATION

A. Salaries of teachers covered by this Agreement are set forth in Schedule A. which is attached hereto and incorporated in this Agreement. The salary schedule as set forth in said schedule shall remain in effect during the term of this Agreement and as hereinafter set forth. See page 10, Article XVII B.

B. Salary Schedule A is based upon the normal weekly teaching load on a thirty-eight (38) week (190 days) basis during normal teaching hours, commencing after Labor Day. For special work, the teachers shall be entitled to appropriate additional professional compensation as set forth in Schedule B. Additional days of employment shall be compensated on a prorated basis of Schedule A. Type A special education teachers shall be compensated according to the plan as set forth in Schedule C provided that pay, additional to the local salary comes from Special Education reimbursement funds.

C. A teacher engaged during the School day in negotiating on behalf of the Association with any representative of the Board or participation in any necessary professional grievance or negotiation shall be released from regular duties without loss of salary. Such teachers are not to be excused from their duties until a qualified substitute can be secured.

D. Teachers shall be credited with up to and including nine years of teaching experience on the following schedule.

1. Previous 10 years of teaching - full credit.
2. Years prior to #1 - half credit.

This will be retroactive for anyone presently in the system. These changes will not affect adversely anyone in the system.

E. Teachers receiving masters degrees at the close of the fall semester will be issued a new contract on the master degree schedule for the balance of the contract year; provided, however, that he submits official evidence of having earned said degree to the Superintendent on or before the first day of the Spring semester.

F. Reimbursement for additional college credit earned beyond initial certification shall be at the rate of Twenty dollars (\$20.00) per semester hour, and provided the teacher returns the following year, payment will be made in September of the new school year. New teachers are eligible for payment for credit earned during the summer session prior to the first contract year.

G. The earned increment principle of the Professional Growth Policy shall prevail for normal increment increases as set forth in Schedule A.

H. Supervisors of student teachers shall receive \$45.00 per student teacher per semester.

ARTICLE IV (continued)

I. Each teacher shall receive during the first year of this contract a group term life insurance policy in the amount of \$5,000.00. During the second year of this contract, the Board guarantees that each teacher shall receive a minimum additional insurance benefit of \$30.00 per teacher; provided that application of the additional teacher insurance benefit as to type and amount shall be subject to negotiation provided that notice of change is given as to wages only in accordance with Paragraph B of Article XVIII.

J. For purposes of this article and Article XVIII (Duration of Agreement), the term "wages only" includes the teachers' salary, Schedule B (extra pay for extra duty), and insurance benefits. In the event that notice of change is given as to wages only in accordance with Paragraph B of Article XVIII, the Board agrees that there will be an increase in wages of at least three per cent of the 1969-70 salary.

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ARTICLE V

PROFESSIONAL GROWTH

A. The Professional Growth program as set forth in Appendix I is hereby adopted and made a part of this Agreement. This Professional Growth program is for the purpose of, and dedicated to, improving the quality of instruction by encouraging professional growth. Any changes in the Professional Growth policy shall be made in accordance with the provisions of this Agreement.



ARTICLE VI

TEACHING HOURS

A. The Board recognizes teaching as a professional calling and shall not impose unreasonable demands upon a teachers' time but shall agree that the schedule for the teaching staff shall be maintained at a professional level and shall be consistent with professional status. Any unusual change from the present teachers' hours shall be determined jointly by the Board and the Association. All teachers shall attend meetings called by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration.

B. Teachers shall report to their assigned buildings no later than fifteen minutes before the first bell admitting students to school. Teachers shall remain at their assigned buildings at least fifteen minutes after the bell sounds dismissing students from school. Exception to these regulations shall be only with permission of the building's principal. A duty free lunch period shall be provided for all teachers. The Board will provide playground supervision in the elementary schools by coop student, cadet teacher, or otherwise guarantee a duty free recess. To make communication between teacher, principal, parent and student more meaningful regarding social adjustment and behavior, the elementary teachers agree to observe their assigned students in a playground situation. Where a student has been reported by the playground supervisor as having poor social and behavioral adjustment, the teacher involved will be expected to observe the student on the playground for as many times as the teacher deems necessary to determine the problem -- the teacher shall then make appropriate recommendations to the principal and/or parent.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

A. The normal full-time weekly teaching load for all teachers shall be consistent with the provisions contained in the previous Article. The typical day for an elementary teacher will not exceed seven hours. The day of the secondary teacher at the Davis School shall be five teaching periods plus a planning period for the life of this contract if possible. A study committee composed of Administrators and Teachers shall be formed to implement a similar schedule for the High School if possible.

B. Teachers who will be affected by (1) change in grade assignment in the elementary school grades, or (2) by changes of subject assignments in the secondary school grades shall be notified and consulted by their principals prior to the end of the school year except under unusual circumstances. Every effort shall be made to avoid reassigning probationary teachers.

C. Since frequent transfers of teachers from one school to another are disturbing to many teachers, the parties agree that involuntary transfers will be minimized and avoided whenever possible. All teachers in the Hillsdale Community Schools are free to request a transfer for personal reasons.

D. The school administration will make every effort to relocate teachers at their request whenever it is possible, but, at the same time, will endeavor to maintain a balanced staff in each school. Even though all transfer requests cannot be honored each year, every consideration will be given prior to the beginning of the new school year in September. Requests for transfer shall be filed or renewed with the Superintendent's Office each year.

E. In determining class size, the physical features and size of classroom shall be taken into consideration. There shall be adequate room for a work table in each room.

F. There will be two teacher assistants at the High School and one at the middle school. Teacher Assistants will be High School graduates and may be non-certified. Their duties will be formulated by joint planning between the Principal and faculty representatives.

G. Building aides will be available for the elementary schools in the system to provide at least 110 hours of work for each full school week. The building aides will be assigned by the administration, with their duties to be worked out by the building principal after consultation with his staff and will include playground supervision. Building aides shall be of suitable age and education.

H. Teachers will not be assigned pre-registration, fund or fee collection duties.

ARTICLE VIII

LEAVE PRIVILEGES

A. Sick Leave

(1) Each teacher shall be granted a maximum of ten (10) days sick leave per year with full pay on account of; (a) personal illness of employee; (b) absence necessitated by exposure to contagious diseases in which the health of his students would be impaired by his or her attendance on duty; (c) case of illness or death in immediate family, (not to exceed five days except with the approval of the Superintendent). For purposes of this paragraph, "immediate family" is defined as mother, father, children, spouse and corresponding inlaws to the foregoing together with brothers and sisters.

(2) Unused sick leave days shall accumulate to a maximum of one hundred and ten (110) days. The current year's allowance shall be in addition to the stated maximum.

(3) In the event that a person runs out of sick leave, the HEA may recommend an extension to the Board. Any such grant would be on an individual basis and subject to action by the Board.

(4) Sick and personal days accumulated from the date of enlistment or draft, shall be held for said employee until his return or otherwise held in accordance with other provisions of this Agreement.

(5) The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

(6) The Superintendent of Schools shall certify the legitimacy of a claim for compensation for absence.

(7) Any regular employee of the school system who in line of duty incurs an injury for which he receives compensation from the Workmen's Compensation Act, will be paid during the period of disability, the difference between his salary and the amount he receives from Workmen's Compensation Insurance, provided that said additional compensation is valid by law and payable only if said additional compensation will not reduce the amount of compensation received by the teacher from the Workmen's Compensation Insurance carrier, and provided further that said addition to compensation will not be paid for a longer period than a period equivalent to the accumulated sick leave as heretofore determined in this article. The employee will not lose earned sick leave time for that percentage of time compensated under the Act.

(8) Any teacher who willfully violates or misuses this policy or misrepresents any statement or condition under this policy, shall forfeit all accumulated sick days up to the maximum of ten (10) days.

B. Maternity Leave

(1) An employee, upon becoming pregnant, shall arrange a maternity leave or termination from employment by notifying the Superintendent, in writing, of the anticipated date of confinement. This information must be verified by a written medical report, and a written statement indicating date of return, and intent to return must be verified by April 1st to the Superintendent.

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ARTICLE VIII (continued)

(2) The current contract of such an employee shall be terminated at least three months preceding the anticipated birth of the child. Termination may be earlier if, in the opinion of the administration, such termination is advisable.

(3) If a qualified replacement is not available, the employee may continue on a day-to-day basis at the discretion of the Superintendent of Schools.

(4) Such an employee may be eligible for re-employment provided:  
(a) she has a certificate of good health from a licensed physician, and  
(b) a vacancy exists for which she is qualified.

C. Personal Leave

Each teacher will be granted one day of personal leave a year with no questions asked, with arrangements of said personal leave to be made in advance with the Principal. These days can be accrued to ten days. The accrued days can be used only for bonafide personal business.

D. Jury Leave

Teachers may serve on a jury without loss of pay provided that any remuneration for this service be turned over to the school.

E. Sabbatical Leave

Sabbatical leave shall be granted upon recommendation of the Superintendent, with approval of the Board of Education, for a period not to exceed one year for advanced study, on the following conditions: (1) that the teacher shall have taught seven years in the system; (2) the stipend of one-fourth of his base pay shall be allowed for said one-year period; (3) the teacher agrees to return for three years or repay the amount paid.

In the event the teacher completes only one year following sabbatical, he shall repay the Board two-thirds of the amount of money received while on sabbatical. In the event the teacher completes only two years' teaching following sabbatical, he shall repay the Board one-third of the amount of money received during sabbatical.

F. Other Leaves of Absence with Pay

A leave of absence with pay may be granted upon recommendation of the Principal and Superintendent to the Board for the following reasons: (1) approved travel, not to exceed one week, that is related to teaching assignment; (2) short-term university study, not to exceed two weeks, that is related to teaching assignments; (3) military reserve training duty, not to exceed two weeks. Note: When the provisions of this section are applied, the provisions of the Professional Growth program do not apply.

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ARTICLE VIII (continued)

G. Leaves of Absence Without Pay

Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period not to exceed one year for the following reasons: (1) the conditions at home require the teacher to remain at home; (2) self-improvement, including graduate study; (3) personal illness on advice of physician; (4) travel which has been approved by the Board of Education which is consistent with educational growth of the teacher in his field. Note: Teachers shall not receive credit on the salary schedule for the year's leave of absence.

Leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist in military duty in any branch of the Armed Forces of the United States. Teachers on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system. Sick and personal days accumulated from the date of enlistment or draft shall be held for said employee until his return or otherwise held in accordance with other provisions of this Agreement.

H. Association Business Leave

The Association shall be allocated five days of leave time to use for HEA business and shall designate the persons and the time at least one week in advance in the Superintendent's office.

I. Teachers may participate in the Teacher's Exchange Program.

J. The Board agrees to notify each person in writing to whom a leave is granted, the terms, conditions and duration of the leave.

ARTICLE IX

CONTRACTUAL RELATIONS

A. Ninety days prior to the completion of the probationary period, the performance records of all probationers shall be reviewed by a faculty advisory screening committee. The committee shall have the responsibility of recommending either dismissal or tenure status to the Superintendent. The committee shall consist of the cognizant principal as chairman; one teacher with a comparable assignment; one teacher from the same building; and one teacher-at-large. The chairman shall appoint and convene the committee. The approval or disapproval of the committee's recommendations by the Superintendent of Schools shall be final, subject only to the review and final action of the Board of Education.

B. Any teacher on continuing tenure that is in danger of being dismissed or demoted shall have his records submitted to a faculty advisory screening committee as provided for in Section A above.

C. All dismissals shall be handled in accordance with the Michigan Tenure Act as amended.

D. Emergency Reduction in Force.

(1) Should substantial and unforeseen changes in student population, the financial condition of the district, or other condition make necessary a reduction of staff, the Board will retain those teachers with permanent teaching certificates having the longest service in the district, giving priority to seniority in this district and seniority of certification.

(2) Board agrees to consult with the Association in establishing curricular reduction.

(3) No tenure teachers shall be released until probationary teachers shall have been released; provided that a tenure teacher is certified to fill the position held by the probationary teacher.

(4) It is expressly understood that the Association shall have the right to review the reduction list prior to notification of the individual. In the event of a dispute concerning the reduction list of seniority teachers, the Association shall have the right to file a grievance within three working days.

E. The HEA will provide the Administration by April 1st a list of all teachers not planning on returning to the Hillsdale Community Schools.

F. Notices of vacancies shall be posted in each building, except in the summer when one copy will be posted in the general office and one copy sent to the President of the HEA.

G. The HEA has the right to audit individual contracts in its bargaining unit.

H. The Board agrees to hire only teachers who possess a bachelors degree and are eligible for provisional certification, or who have permanent certification, under the auspices of the State Board of Education, except in the case of vocational instructors who are certified by the State. Exceptions to the foregoing shall only be made in emergency situations.

ARTICLE IX (continued)

I. During each year, each teacher shall be allowed to attend one conference in his teaching field, provided the conference is located within a radius of 200 miles of Hillsdale, Michigan. The in-service training days as set forth on the school calendar shall be adequately financed by budgeting a minimum amount of \$500.00 each year for in-service training. The Association agrees to assist in the planning and execution of in-service days as provided for in this agreement.

J. The staff-committee method will be used to screen prospective candidates for the teaching staff as was practiced in the high school during school year 68-69.

K. The HEA and Board will share the cost of printing and assembling the contract.

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ARTICLE X

TEACHER RETIREMENT

A. Ordinarily, a teacher shall not be offered employment for any year following his 65th birthday.

B. A teacher may continue to be employed on an annual basis after the age of 65 upon recommendation of the Superintendent and approval of the Board of Education.



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ARTICLE XI

The Board and Association agree, where weather interrupts school; teachers will report to their buildings if possible.

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ARTICLE XII

TEACHER EVALUATION

A. The evaluation of a teacher is a continuing, cooperative process in which the teacher and the administrators who participate in the evaluation review their common understandings of the teacher's task; examine the conditions under which the teacher is working; determine whether or not the teacher is performing the task effectively; and decide upon any changes to be made in the task, the conditions, or the teaching.

B. An evaluation calendar and specific procedures shall be included in the Professional Handbook.

C. If a teacher requests that his response to the evaluation be included as a part of the "Teacher Evaluation Report," it shall be so included.

D. Each teacher shall have the right, upon request, to review his personnel file.

ARTICLE XIII

INSTRUCTIONAL PROGRAM

A. All curriculum changes shall originate in the appropriate curriculum committee which will present a recommendation with rationale to the Curriculum Coordinating Council made up of faculty chairmen of the curriculum committees and administrative officers. Those recommendations that are approved by the Coordinating Council shall be submitted to the Board for consideration and action provided that nothing contained in this paragraph shall change the Board's inherent rights to institute curriculum changes.

B. The Board agrees that prior to intensive study by a curriculum committee, some indication of the amount of money available for implementation will be made.

ARTICLE XIV

GRIEVANCE PROCEDURE  
AND ARBITRATION

A. A grievance is defined as an alleged violation of a specific article or section of this agreement where there is no remedial procedure or forum established by law for settlement of the alleged violation. It is agreed and understood that should any differences arise between the Board and any of its employees as to the application of the provisions of this agreement, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance and arbitration procedures.

An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives as long as any adjustment is not inconsistent with the terms of this agreement.

Grievances may be initiated by the HEA Board of Directors.

- B. Step One. Within five working days of the time a grievance arises, the employee will present the grievance to his Principal. Within five working days after presentation of the grievance, the Principal shall give his answer orally to the employee.
- C. Step Two. If the grievance is not resolved in Step One, the employee may, within five working days of receipt of the Principal's answer, submit to the Superintendent a signed, written "Statement of Grievance". A copy shall be given to the Principal involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved or the HEA Board of Directors. The Superintendent or his designated representative shall give the employee an answer in writing no later than ten working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.
- D. Step Three. If the grievance is not resolved in Step Two, the representatives of the Board and representatives of the Association shall meet within a reasonable time, not to exceed one week unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance.
- E. Step Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, either the Board or the Association shall have the right to appeal the dispute by demanding arbitration. The party first demanding arbitration should give five days notice in writing to the other party of its desire to arbitrate. Each party shall select one arbitrator who shall immediately meet and use their best efforts to settle the dispute. The two parties shall meet within ten days after the request for arbitrator is made. If the representatives of the parties cannot settle the dispute within fifteen days after their appointment, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in

ARTICLE XIV (continued)

accordance with the rules of the American Arbitration Association. The appeal must be taken within fifteen days from the day of impasse reached by the representatives of the parties.

The decision of the arbitrator shall be binding on both parties; provided that all cases submitted to arbitration shall be disposed of within fifteen days from the date of issue submitted to the arbitrator. In making this decision, the arbitrator shall have no power to add to, subtract from or disregard the terms of the agreement. The cost of arbitration shall be borne by both parties.

- F. Any grievance not advanced to the next step by the Association within the time limit in that step, or if no time limit is specified within two working days, shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing, then the new date shall prevail.

ARTICLE XV  
NEGOTIATION PROCEDURES

A. In the event the salary schedule or any other of the provisions contained in this Agreement are open for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provisions.

B. In any negotiations described in this Agreement, 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 within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations and bargaining, subject only to ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with State Law.

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ARTICLE XVI

NO STRIKE CLAUSE AND PENALTY

A. No employee of the Hillsdale Community School system shall strike. For purposes of this article, the word "strike" is defined in Act 336 of the Public Acts of Michigan for 1947, as amended.

B. If an employee engages in a strike, he shall be subject to being summarily discharged and further, if an employee or employees engage in a strike, the Board may apply to a court of competent jurisdiction to have damages assessed against the striking employee or employees.

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ARTICLE XVII

SAVINGS CIAUSE

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision and application shall not be deemed valid and subsisting exception to the extent permitted by law but all other provisions or application shall continue in full force and effect.



ARTICLE XVIII

DURATION OF AGREEMENT

A. This agreement shall commence September 1, 1969, and shall remain in force and effect until August 31, 1971; provided, however, that wages only shall remain in force and effect until August 31, 1970.

B. Either of the parties hereto desiring to change or terminate this agreement shall notify the other party in writing between March 1 and March 15, 1971; provided, however, that in the event either party wishes to change wages only, he shall notify the other party in writing between the dates that "state aid" is determined and thirty days thereafter.

C. This agreement may be changed by the mutual agreement of the parties.

D. Whenever notice is given for changes, the nature of changes desired must be specified. Negotiations shall be started within thirty days after receiving notice unless a different date is mutually agreed upon by the parties hereto. Such changes shall not be subject to grievance procedure.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

BOARD OF EDUCATION

By /s/ Charles Coy  
Its President

HILLSDALE EDUCATION ASSOCIATION

By /s/ Roy Tipton

Its President

(Two signed copies of the Master Agreement are filed with the President of the Hillsdale Education Association and the Hillsdale Board of Education.)

HILLSDALE COMMUNITY SCHOOLS  
Hillsdale, Michigan

## APPENDIX I

PROFESSIONAL GROWTH POLICY

- I. The Professional Staff Salary Schedule, incorporating professional growth principles, was adopted after considerable study in the spring of 1962. The schedule, adopted by the Board of Education and approved by the Hillsdale Education Association, followed more than a year of study by the Professional Problems Committee and a committee of Board members. The current salary schedule incorporates both "earned increment" and "professional growth" principles. This means that a teacher must show an approved type of professional growth every three years to continue to advance on the salary schedule or to advance to the super-maximum step.

It is the belief of the Board of Education that a salary schedule should contribute to an improvement in the quality of teaching and that compensation be related to professional growth. The Board also believes that it is necessary and good for educators to keep abreast of new educational viewpoints and methods and to continually grow in their profession. This program was adopted with the basic philosophy of improving the quality of instruction by encouraging professional growth.

A. General Provisions

1. This policy is subject to review and modification annually.
2. Earned increment defined: A teacher showing evidence of personal professional growth which should and/or would improve the abilities of the teacher to perform better in the classroom thus directly rewarding the children, system, and teachers.
3. Definition of masters degree shall be a recognized degree from an accredited college or university.
4. Professional growth application forms are available in the principals' offices.

B. Requirements for Advancing Within the Schedule

1. All teaching members of the professional staff are given an increment on the basis of the professional growth requirements outlined in the following sections. All applications for professional growth advancement are subject to the approval of the Superintendent.
2. Any member of the professional staff who has not reached the maximum step may qualify for the next step by complying each three years with any ONE of the following:

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- a. A regular approved credit course at a college or university of at least two (2) semester hours.
  - b. A work shop or other course of practical value, some of which might be sponsored and financed by the Board of Education and, in some cases, offering university credit. Class hours of a workshop or non-credit course shall be equivalent to time spent in a credit course of two (2) semester hours.
  - c. Service on local curriculum committees. May use not oftener than alternate qualifying periods. Reports on committees should be submitted for approval covering activity of the committee and member attendance. A minimum attendance level should be three-quarters (3/4) of the scheduled meetings.
  - d. Approved work experiences. Usable not oftener than alternate qualifying periods. Prior approval by the Superintendent required.
  - e. Travel. Extensive enough to warrant educational and cultural values. Usable not oftener than alternate qualifying periods. Prior approval by the Superintendent required.
  - f. Other activities. Such activities as outstanding community service; membership of important professional committees on a county, state, or national level; participation on a professional program at a national or important state convention, etc. may qualify. Not to be used oftener than alternate qualifying periods. Prior approval by the Superintendent required.
3. It is the responsibility of each member of the professional staff to present evidence of professional growth in accordance with the following conditions and requirements:
- a. An official transcript is required as evidence of a college degree.
  - b. Proof of credit indicating a passing grade is sufficient evidence of other college credit earned. Normally, the college's report to the student is satisfactory for this purpose.
  - c. Other evidence of professional growth such as travel; community service; work experience; service on professional committees; etc., should be reported by the staff member to the office of the Superintendent. Reports dealing with professional growth, other than college credit, should indicate the date and briefly describe the nature and purpose of the activity or experience for which non-college (equivalent) credit is being requested.
  - d. All records and reports dealing with professional growth should be sent to the office of the Superintendent of Schools. It is desirable to keep Board office records up to date with reference to all credits earned by members of the professional staff. Proper notice and request, as outlined in Sections 1, 2, and 3 above, should be sent to the office of the Superinten-

dent as soon as possible after the credit is earned or the activity is completed.

4. Teachers on a "Within Schedule" step may carry ~~one~~ semester hour of credit over to the next qualifying period.

C. Requirements for Super-Maximum Status

1. The super-maximum step is granted at all levels to any member of the professional staff who has served for one year on the maximum step of his schedule and who has earned an equivalent of four semester hours of college or university credit over a period of three years provided that teachers may substitute approved travel or other approved worthwhile experience to meet this requirement not oftener than alternate qualifying periods.
2. One-half of the above four hours may be earned by complying for two years with any of the above items (See B 2 b to f on Page 2).
3. When a member of the professional staff has been approved for the super-maximum step, he remains in this status for a period of three years.
4. To maintain super-maximum status beyond an approved three-year period, the following is necessary:
  - a. During the three-year period in which the staff member is on the super-maximum step, he shall earn four semester hours of college credit or the equivalent as allowed according to the provisions of the within-schedule requirements.
  - b. At the close of the three-year period, all credits earned within the period will be considered as a total in determining whether the teacher is qualified to remain on the super-maximum step for an additional three-year period.
  - c. If the staff member does not maintain his status on the super-maximum step, he will return to the maximum step of his schedule until such time as he has earned the required credit in a three-year period prior to September 1st deadline of the current year.
5. No credit can be carried over from the last qualifying period of the regular schedule to meet super-maximum requirements.
6. Teachers on the super-maximum step may carry two semester hours of credit over to the next qualifying period.

D. Additional Provisions

1. In some cases, it is desirable to repeat courses taken in previous years. Prior approval by the Superintendent is required.
2. If a member of the professional staff is refused either within-schedule increment or super-maximum status, he may appeal to the

APPENDIX I  
PROFESSIONAL GROWTH POLICY

- 4 -

Professional Growth Committee. Appeals should be directed to the president of the Hillsdale Education Association, marked to the attention of the Professional Growth Committee. The Professional Growth Committee may recommend reconsideration of the application to the Superintendent. The approval or disapproval of the Professional Growth Committee recommendations by the Superintendent of Schools shall be final, subject only to the review of the Board of Education.

3. September 1st of each year is the deadline for reporting and requesting professional growth credit for the year ending August 31st. Unreasonable delays by colleges in sending proof of credits or degrees earned should be reported by the staff member to the office of the Superintendent for further consideration.
4. Credit for college courses is given as of the date of the successful completion of the course work and the equivalent credit allowed for approved travel and other worthwhile experience is given as of the date of its completion provided, further, that reports have been made.
5. No credit or qualifying criterion can be counted twice in the Professional Growth program.
6. If, before school is out in the spring of the current year, a member of the professional staff has earned promotion credit for the following year; his professional growth activities during the summer may be reported and considered for promotion credit for the next qualifying period.

APPENDIX II

SALARY SCHEDULE FOR 1969-70

1. SALARY SCHEDULE "A" FOR 1969-70

STEPS AND INDEX

0	1	2	3	4	5	6	7	8	9	10	11	12	Super
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B. A. DEGREE

6800	7076	7302	7528	7754	7980	8206	8432	8658	8884	9110	9336	9562	10,036
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B. A. DEGREE PLUS 20 SEMESTER HOURS

6925	7201	7427	7653	7879	8105	8331	8557	8783	9009	9235	9461	9687	10,161
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M. A. DEGREE

7170	7550	7828	8106	8384	8662	8940	9218	9496	9774	10,052	10,330	10,608	11,100
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1. Professional growth is required every three years to continue to advance on the salary schedule.
2. Veterans of military service will be considered separately and, if their education or teaching was interrupted, they will receive credit for that experience up to two years at full credit.
3. Any new teacher with a half year of teaching experience will be given credit for one-half year's experience. This means that a half-step increment will be given for such experience and that a part-time salary will be figured on the half-step increment. This is effective for all new teachers.
4. Certified teachers who are working outside their certified area and who are working toward certification in that area will be on the regular salary schedule.
5. Up to one year credit will be given to teachers who have had Vista or Peace Corp experience.
6. Each Type "A" teacher shall receive an additional \$300. above the local base salary paid.
7. A super-maximum step is established at \$474. for a B. A. Degree, \$474. for a B..A. Degree plus 20 semester hours, and \$492. for a M. A. Degree. The requirements for this step shall be met every three years or the person drops back to maximum step on his schedule.

## SALARY SCHEDULE "B"

<u>Activity</u>	<u>Name</u>	<u>Amount</u>
<u>Athletics</u>		
Football - Head Coach Assistants	William Hughes	\$910.00
	Kenneth McNeeley	590.00
	Charles Mitchell	590.00
	Paul Walter	555.00
	Terrance Lewis	520.00
	David Swift	520.00
	Edward Pollins	295.00
Basketball - Head Coach Assistants	Kenneth McNeeley	910.00
	Keith Ingles	535.00
	Terrance Lewis	380.00
Junior High	David Swift	350.00
Track - Head Coach Assistant Cross Country	Keith Ingles	555.00
	David Swift	285.00
	Keith Ingles	335.00
Gymnastics - Boys Girls	Charles Mitchell	590.00
	Lynne Reynolds	380.00
Wrestling	George Carlisle	575.00
Baseball	Terrance Lewis	520.00
Golf	John Donnelly	315.00
Tennis	Larry Graening	250.00
Junior High Track	Edward Pollins	280.00
Intramural	Ronald Coon	270.00
Athletic Director	James Inman	1040.00
High School Cheerleaders	Lynne Reynolds	130.00
G.A.A.	Lynne Reynolds	260.00
Junior High Cheerleaders	Bonney Sillivan	65.00
<u>Music</u>		
Head of Department	Jack Lint	520.00
Band H.S. Head Ass't	Larry Smith	560.00
	Jack Lint	175.00
Jr. Hi. Band	Larry Smith	280.00
Orchestra H.S. Head Jr. Hi. Orchestra	Jack Lint	350.00
	Jack Lint	140.00
Vocal Director	Howard Rizner	420.00
Elementary Contatas & Musicales	Miss Kamiensky	420.00
<u>Other</u>		
High School Paper	Marilyn Barber	390.00
High School Plays	Cathy Lincoln	455.00
Forensics & Debate	Cathy Lincoln	130.00
Senior Advisor	George Schutes	260.00
Junior Advisor	William Hughes	195.00
Sophomore Advisor	Verne Fredlund	130.00
Freshman Advisor	Don Helton	130.00