

HOLTON

1971-72

7-30-72 Holton 13
(Muskegon Co.)

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HOLTON PUBLIC SCHOOLS
PROFESSIONAL CONTRACT

This Agreement entered into this first day of August, 1971, by and between the Board of Education of the Holton Public Schools, hereinafter called the "Board," and the Holton 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 Holton Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality, competence and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the preceding mutual covenants, it is hereby agreed, subject to existing laws and the Board's right to establish policy:

Holton Public Schools

MEA
1216 Kordale
East Lansing, Mich. 48823

ARTICLE 1
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all probation and on per diem appointments, classroom teachers, librarians, guidance counselors, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, 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 the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement.

C. By the Monday following Labor Day teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association.)

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny or restrict the Board rights it may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II
Teacher and Board 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 for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the 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 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 of 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 this Agreement, and the Board and the teachers of 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 when the school is normally open for meetings if such use is not in conflict with scheduled school activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises.

Bulletin board space shall be made available to the Association in the teacher lounge of each building. Items may be posted on the general school bulletin boards with the approval of the building principal.

Each year the superintendent shall write a list of teachers duties and responsibilities called administrative orders and regulations which shall be enforced by him.

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

E. The Association agrees to furnish the Board in response to reasonable requests all available information on anticipated item of contract negotiations for the coming year.

F. Board Rights: The Association recognizes that the Board has responsibility and authority to manage and direct in behalf of the public, all operations and activities of the School District to the full extent authorized by law.

ARTICLE III Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for the school year during normal teaching hours. No teacher shall be required to report for duty earlier than fifteen minutes before the opening of the pupil's regular day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents, when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. For extra work the teacher shall be entitled to additional professional compensation.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June.

D. A teacher engaged during the school day in negotiation in 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.

E. Up to two (2) days for institute will be allowed in the school calendar if scheduled by the M. E. A. and the administration is notified by Labor Day.

F. Teachers will be encouraged to attend those parent teacher organization meetings that are appropriate to their school level and on occasion some of the extra curricular activities of their grade level as from time to time are scheduled. The clause in Article B above (For extra work the teacher shall not be entitled to additional professional compensation) shall not be construed to mean those duties and responsibilities normally associated with teaching responsibility.

G. On the first and third Mondays of each month there shall be staff meetings, for all staff, as a part of the teaching assignment. Except for the occasional matters that may come up, all staff meetings will be on these days. If there is to be no meeting on a scheduled date, teachers will be notified on the Thursday before that date.

H. All extra curricular activities compensated for in appendix A must take place outside of normal school hours. All Staff, Local, County, or Regional professional meetings must be considered as part of the normal school hours. Those staff members who do not attend the above listed meetings, except for legitimate reason, will have an amount deducted from their next regular pay check equal to the amount of meeting time missed. This time missed to be figured in relation to an eight hour day. (One hour missed, deduct 1/8 per diem etc.)

ARTICLE IV
Teaching Load

A. The Board recognizes the principle of a standard forty-hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

B. All teachers shall have a duty free noon period with a minimum of 30 minutes prior to the start of the afternoon session, subject to weather and emergency conditions. Teachers shall not be subject to playground duty at noon.

ARTICLE V
Teaching Loads and Assignments

A. The normal teaching assignment will include one preparation period in the daily schedule. This means one period for preparation in a five, six, or seven-period schedule. This schedule would be the same for both junior and senior high schools.

The teaching assignment in the elementary schools shall be approximately five and one-half (5 1/2) hours of classroom duty or the equivalent thereof.

When teachers are given a teaching assignment without a preparation period at the junior or senior high level, they shall be paid for the percent (%) of time taken by not having a preparation period based on the teacher's present salary step. Rules for the use of preparation periods shall be established by the principal and a copy given to each teacher.

Teachers will be paid for use of preparation period 112% of substitute salary for one period. Regular staff will be used for substitutes in extreme emergency only.

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 of their major or minor field of study. If such assignments are made, adequate supervision and assistance shall be provided. The Association shall be notified in writing of all such temporary assignments.

C. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than June 1, of the preceding school year. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals previous to such change. Every effort will be made to avoid reassigning probationary teachers to different grade levels unless the teacher requests such change. The final decision in such cases, where necessary, will be by the Board and the best interests of the pupils and the school shall be the determining factors. The Association shall be notified in writing of all such reassignments.

D. Any assignments in addition to the normal teaching schedule, including adult education courses, driver education, all extra-curricular activities listed in Appendix A, Reeths-Puffer School Adult Education Services to the Holton School District, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Qualified tenure teachers, then degreed teachers in the Holton Public School shall be hired for all summer and adult teaching positions. If no qualified teacher can be found in the Holton Public Schools, then other qualified teachers may be hired. Each assignment shall be covered by a separate written contract covering each assignment, its responsibilities, duties and pay schedule. In planning an Adult Education Program, the teachers will be included in the planning of such program.

Each teacher shall work at one athletic event (elementary events included.) One administrator shall be present at each event and one paid teacher will be responsible for tickets, etc. Two teachers shall help the teacher who is paid.

ARTICLE VI
Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and optimum class sizes are as follows:

(1)	Kindergarten	22 pupils
(2)	Elementary School grades	25 pupils
(3)	Special classes for handicapped or mentally retarded	15 pupils
(4)	Special sight-saving and hearing conservation classes	12 pupils
(5)	Emotionally disturbed classes	9 pupils

High School Classes

English	}	25 pupils
Social Studies		
General Education		
Mathematics		
Science		
Language		
Business		
Typing		30 pupils
Industrial Arts		20 pupils
Drafting		30 pupils
Vocational Shops		20 pupils
Homemaking		20 pupils
Music		35 pupils

Art	25 pupils
Health Education	40 pupils
Pool	30 pupils
Hygiene	25 pupils

B. Teacher requests for supplies and other educational materials shall be processed promptly. The teacher submitting such request shall be notified within 10 days regarding the disposition of each request.

Requisitions shall be submitted to the building principal in triplicate. He will approve or disapprove the request; if approved, it will be sent to the superintendent's office for action, if approved, two copies returned to the principal who will return one copy to teacher making request. A request not approved will mean all copies returned to originator with reason not approved.

C. Cafeteria, patrol, bus and study hall duty, inventorying of supplies and equipment, duplication of teaching materials, collecting money for various projects and similar non-professional responsibilities performed by teachers take away from teaching time. The Board will develop other methods to handle these matters as rapidly as possible.

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

E. The Board shall provide adequate lunchroom, restroom, and lavatory facilities exclusively for teachers' use and one lounge where smoking shall be permitted.

F. Telephone facilities shall be made available to teachers for their reasonable use.

G. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the Association Fund.

H. Adequate parking facilities shall be made available to teachers for their exclusive use during school hours.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge

themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

K. There shall be a key in the elementary office that a teacher may pick up at anytime to go to the storeroom for necessary supplies. Students may not go to the storeroom for a teacher.

ARTICLE VII

Vacancies, Promotions and Transfers

A. All jobs will be posted for the coming year by the first (1) Monday in May and will be kept open for current staff until the third (3) Monday in May. Extra-curricular positions shall be posted in the same manner. During the school year the Association will be notified immediately of such opening and applications considered immediately.

B. Any teacher may apply for any position at any time. Such application should be in writing, addressed to the superintendent of schools. Applications will be considered, should such vacancy occur during the school year or during the summer. This application should be renewed annually to assure active consideration by the Board. Requests for transfer should be made on the same basis and in writing also.

C. The Board declares its support of a policy of promotions from within its own teaching staff and reaffirms its policy of always seeking and selecting the best available candidate (from within or outside the staff) for any vacancy. Vacancies shall be filled on the basis of education, experience, competency and general qualifications of the applicant. Due consideration shall also be given experience in the Holton School system. The evaluation of candidates shall be by the Board and the decision of the Board shall be final.

D. The parties agree that changes in grade assignments in the elementary grades, changes in subject assignment in the secondary grades, and transfer between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not in any case assign or transfer a teacher without prior discussion with said teacher. Such transfers and/or changes in assignment shall be on a voluntary basis whenever possible. If such involuntary assignment should become necessary, the convenience and wishes of the individual teacher will be honored to the extent that such considerations do not conflict with the instructional requirements and best interest of the total school program.

E. The Association will be notified in writing of all change in assignment after June 1 of each school year.

F. Any teacher who shall be transferred to a supervisory or executive position and later be returned to a teacher status shall be entitled to retain such rights as he may have had under this agreement as a teacher.

G. The Association recognizes that vacancies occurring during the school year may be difficult to fill. Whenever possible such vacancies will be filled on a permanent basis. If such vacancy is filled on a temporary basis, it shall be posted as vacant at the end of the year.

ARTICLE VIII

Sick Leave- Personal Illness

1. During the first year of employment, the teacher shall earn and be allowed sick leave for personal illness at the rate of one day per school month or major fraction thereof up to ten days for the school year. This shall also apply to those teachers beyond the first year of employment who have used up all accumulated sick leave.

2. No sick leave may be used by a new employee or an employee with no accumulated leave before he or she has completed one month of the assigned work, nor shall they be entitled to use sick leave except as it is earned under paragraph (1) as stated.

3. Deductions shall be made on a per diem basis for absences due to personal illness beyond those earned as outlined above.

4. Adjustment in pay will be made at the end of the fiscal year for any employee who has lost pay because of absence in excess of his accumulated sick leave credit, to the extent that sick leave days accumulated after such absence and within the same school year entitle him to a refund of money deducted at the time of absence.

5. Any unused sick leave may be accumulated up to a maximum of 90 days as provided by Board of Education policy,

6. Per diem basis shall be the amount obtained by dividing the contractual salary by the total number of working days as defined in this contract as 185 days.

7. Days to be included under sick leave:

- A. Personal illness or injury.
- B. Sickness in the immediate family when there is a moral obligation on the part of the teacher to be with the sick member of his family. This shall not be interpreted to allow an employee to stay with someone as a nurse or attend to a sick person that can be done by someone else. This right is reserved to review each case on its own merit.
- C. The immediate family is father, mother, brother, sister, spouse, child, parent-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

8. All sick leave absence shall be on an ethical basis in keeping with the teaching profession. Any problems extending beyond the limitations herein stated shall be handled on an individual basis. It shall be the duty of each employee to advise the office of the superintendent of the nature of all absences for which salary is expected. Proof of illness shall be furnished by the employee if requested.

Staff members expecting personal leave should file requests before leave is taken.

9. Whenever school personnel make arrangements to be absent for a day or a specific period of time, and if school fails to be in session during part or all of this period, no remuneration shall be given for such absence whenever membership is counted, but rather the absence will be applied to the sick leave schedule whenever applicable.

10. Workman's Compensation

Teachers who are absent due to injury on the job and are drawing Workman's Compensation will be paid any difference between their regular salary and the amount of Workman's Compensation if it is less than their regular salary.

Sick leave will be charged only at the rate of one day for each day of salary paid on a per diem rate.

In no case will the amount paid by the Board and that paid by Workman's Compensation be more than the regular contractual per diem rate.

Emergency Leave

As provided by Board of Education policy of September, 1966, five days annually, non-accumulative, are permitted without deduction from pay for emergency reasons.

Emergency leave is granted for the following reasons:

1. Absence due to illness or death in the immediate family (as in 7-C sick Leave Policy) or of a close relative (see paragraph 6 for definition of close relative).
2. Required appearance in court of law involving no moral turpitude on the part of the employee.
3. Accidents or inability to reach school because of weather conditions.
4. Confirmation or graduation exercises of employees' children and the like, which necessitate the presence of the employees.
5. Unusual circumstances which may be considered on their merits by the superintendent of schools.
6. Close relative shall include grandparent, uncle, aunt, first cousin, niece or nephew. "Relative is interpreted to mean by blood or by marriage."
7. No remainder of leave granted under emergency leave provisions may be accredited or accumulated from year to year.

Maternity Leave

The Board of Education may grant a leave of absence for maternity upon written request for such leave and proper certification of pregnancy by the employees' physician. Such leave of absence shall be at the discretion of the Board. Application for maternity leave should be filed not more than two months after pregnancy has been determined. The Board of Education will expect candidates for maternity leaves of absence to terminate their work no later than the close of the fifth month of pregnancy.

Sabbatical Leave

The Board of Education, upon the recommendation of the superintendent of schools, may grant a sabbatical leave for study purposes (without compensation) to qualified instructional personnel who are on tenure. Recipients of sabbatical leaves must file a letter indicating their intention of returning to the system with the superintendent of schools at least ninety (90) days prior to the end of the year during which the sabbatical leave applied.

Personal Reasons

Any person may be granted a leave of absence when requested for personal reasons. This leave may be granted under the same conditions as a sabbatical leave.

Any person returning to the system from a "Leave of Absence" will be on the salary schedule step he would have moved to when the leave was requested.

Other Leave

Any required leave not covered by specific policy may be granted with or without pay, upon application to and with the approval of the superintendent of schools. The deciding principles in such cases shall be as follows:

1. If the interests of the pupils and/or the School District are the primary reason for the absence, full or partial pay will be allowed.
2. If the leave serves primarily the interests of the employee, full or partial pay shall be deducted on a per diem basis.
3. Military leaves of absence shall be granted to any teacher who shall be inducted in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service to the school system.
4. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE IX
Teacher Evaluation

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

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

ARTICLE X
Protection of Teachers

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

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide reasonable assistance to the teacher in connection with 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 reasonable assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher except when the teacher has committed an illegal act.

E. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if deemed necessary.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not

be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XI
Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

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 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 of Education 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 to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XII
Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment, may

file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

Any grievance filed under this contract must be filed within 30 days of know about the grievable item.

B. Within five days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent, who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Association or the Board. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. Copies of his findings as outlined herein shall be submitted to both the Board and the Association.

E. 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.

F. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

ARTICLE XIII
Miscellaneous Provisions

A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of at least two telephone numbers they may call before 7:00 a.m. to report a unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. A teacher who fails to notify the school when not reporting for duty, unless some unusual circumstance shall prevent it, shall have one day's pay deducted on a per diem basis.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the M.E.A. in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the M.E.A. is considered by the Association and its membership to define acceptable criteria of professional behavior.

A letter shall be sent to Association President on questions of teacher ethics and a letter filed with the Board secretary on questions of Administrator ethics. Copies of such letters to be given to Association President, Board Secretary and the person involved.

C. 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 provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Only those pages that have changes will be published.

E. The contract will be published twenty (20) working days after completion of negotiations and will be in a loose leaf notebook.

- a) 15 copies for the administration
- b) 35 copies for the H.E.A.

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

ARTICLE XIV
Duration of Agreement

This agreement is subject to reopening annually for negotiation request of either party for individual terms.

This Agreement shall be effective as of August 1, 1971, and shall continue in effect until the 30th of July, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

HOLTON EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY Daniel Nelson
Its President

BY Lawrence R. Pastelaki
Its President

BY Margaret Van Lue
Its Secretary

BY Frank De J. J.
Its Secretary

BY Richard Gann
Chairmen, Negotiating Committee

BY Heleen Beehan
Member

BY William M. Burk
Negotiating Committee

BY James J. Rinaldi
Member

BY Kenneth Mahoney
Negotiating Committee

BY Emily Deplew
Member

BY Vivian L. Janis
Negotiating Committee

BY Mable E. Gillette
Member

BY _____
Negotiating Committee

BY Emanuel Yager
Member

BY _____
Negotiating Committee

Dec. 1, 1971
Date Signed

APPENDIX A- SALARY
SCHEDULE AND POLICIES
RELATING TO PROFESSIONAL
STAFF

Qualifications

It shall be the policy of the Board of Education to employ only teachers who have earned an A.B. or B.S. degree from an accredited college or university and who hold academic majors and minors in appropriate subject areas and who likewise hold a valid teaching certificate issued by the Michigan State Department of Education.

Medical Examination

The Board of Education for good and reasonable cause, may at any time require a teacher to submit a certificate from a qualified physician certifying to his or her fitness relating to physical and mental health.

Pre-School Conference

At the beginning of each school year the administration will schedule a conference for all teachers and administrators of the system. At the conference subjects pertaining to the school as a whole and to individual buildings will be discussed. The conference will also provide an opportunity for all faculty members to become acquainted. This will begin not more than two (2) days prior to school opening.

Instructional Load

The Board of Education shall hold the superintendent of schools responsible for an equitable distribution of work among staff members and for the transfer and assignment of instructional personnel within the system.

Substitute Teachers

The superintendent of schools shall maintain an active list of qualified persons to act as substitute teachers. Substitute teacher pay shall be established by the Board of Education. The rate of pay for substitute teachers shall be such that it will enable the school to hire qualified substitutes when needed. It shall be at least equal to the average salary paid by the other county schools. Teachers under full time contract shall not be required to act as substitutes.

Registration of Certificates

Michigan law requires not only that a teacher have a legal certificate to teach, but also that this certificate be registered

in the superintendent's office. The County Superintendent of Schools registers the certificate for teachers employed in the Holton Schools. It is not necessary for the superintendent's office to retain the certificate. All new teachers are requested to submit their certificates to the superintendent of schools before the school opening date. Others whose certificates have expired since the last school year must also submit their new certificates for registration.

Responsibility of Teachers

The responsibilities of teachers shall include the instruction, guidance, discipline, safety, hygiene and general care for the welfare of pupils. These responsibilities are not confined to the classroom but extend to all school sponsored activity, where the teacher is present,

Teachers are obligated to perform those duties prescribed by laws of the State of Michigan for teachers, to accept and act according to the Michigan Teachers' Code, and to discharge those duties which, within reason and the law, they may be called upon by the administration to perform.

Teachers assume these responsibilities promptly at the beginning of each school day.

Professional Advancement In Salary

The principle of professional advancement in salary should be based on the desire of a staff to grow in service in order to improve the educational opportunities for the boys and girls of the school system. It says in effect, that if the professional staff evidences growth in a manner which reasonably provides for improved educational opportunities, then the staff may expect to receive an earned professional annual increment.

It shall be the intent of the Holton Public Schools Board of Education to maintain the highest salary level for the teaching staff which the annual school budget and the general financial requirements of the school system will permit.

Professional growth may take place through a number of types of activity or study, among them college credit studies, travel that is educationally or culturally worthwhile, work experiences relating to the teaching field, and the acceptance of community or professional responsibilities.

The professional advancement in salary principle should provide for minimum salaries which recognize initial preparation for teaching and also should provide a living wage in relation to the community. Maximum salaries should be such that superior teachers can be attracted to and be retained within the school system, and enable these individuals to assume the increasing economic responsibilities which normal adults are expected to meet as they grow older.

THE HOLTON SALARY SCHEDULE

1. The Holton Salary Schedule should be attractive to and competitive for outstanding beginning teachers.
2. The schedule should also make available earned increments sufficient to keep well qualified, competent teachers with the system. Continuity of service is important to a school system; however, continuity of employment is also important to an employee, and the interests of boys and girls can best be served when professional people, interested in professional growth, remain in service with a district.
3. Levels of preparation should be recognized as achieved, and all personnel should be encouraged to improve their teaching proficiency through advancing their preparation. The levels to be recognized are; Non-degree, B.A. and no certificate, B.A. and certificate on a special, B.A., B.A. + 20., B.A. + 30., M.A. and certified in teaching field, A.A. + 20 certified in teaching field. Those who earn a degree by mid-year will receive one-half the added increment of that degree level for the remainder of that year.

To fall in the Masters schedule the teacher must teach in the Masters area. If they teach in another area, they will remain in the B.A. + 30 schedule, unless teaching in another area by Board request.

To receive credit for educational institutes where college credit is not given, the teacher must have an accumulation of five (5) full days of institute, and then will be given credit for one (1) semester hour on the salary schedule.

College courses below the 300 level must be approved by the Superintendent before they are taken for credit on the salary schedule.

The Board shall make available the Base M.E.S.S.A. Group Health Insurance rate for those who wish to enroll through the Holton Public School Payroll deduction plan.

4. It should be the fully understood intent and purpose of the Board of Education to secure and retain superior teaching personnel at all levels of the school program. Further, they should be committed to providing such supervisory and administrative personnel as to assure that a superior education program will result.

5. The Board of Education shall continue its policy of encouraging professional growth, as far as it is financially able, through the support of workshops, in-service training, conferences and such other activities that contribute to the improvement of staff competency.

Professional Growth Requirements

1. For steps 0-4 the individual teacher shall work to meet the requirements of the State Department of Education for continuing Certification or qualify for professional growth under number 3 below.
2. For steps 5 and beyond within the system, the faculty member shall present evidence of professional growth to the Professions

Growth Committee of the Holton Educators Association each year.

3. Professional growth credit other than academic study which will be considered by the Committee can be in the following areas:

a) A workshop or other course conducted under any recognized and approved college or university.

b) Service on professional committees that meet outside of school hours. (Textbook selection committee, school philosophy committee, administrative advisory committee, school policy committee etc.)

c) Extensive education travel having relationships to the teaching assignment.

d) Research in the field of education or field of specialization.

e) Publication of articles and/or books in the field of education or specialization.

f) Work on regional, State or National professional committees.

g) Community service of significant value.

h) Work experience directly contributing to professional growth.

i) Other similar evidence of significant value.

4. Any faculty member who does not belong to the local group, the MEA, and the NEA shall be subject to review by the Professional Growth Committee. Failure on the part of any faculty member to belong to his professional organizations shall be reviewed by the Professional Growth Committee annually and a recommendation made to the Board that he not advance on the salary schedule.

5. Any staff member not progressing in the professional growth area as stated shall not be entitled to advance on the salary schedule.

6. Two consecutive years of failure to meet the growth requirements shall necessitate a review of the individual's worth to the school system. This shall include tenure teachers as well as probationary teachers.

7. The report of the Professional Growth Committee must be submitted to the Superintendent by March 1 of each year.

TRANSFER OF TEACHING EXPERIENCE

A teacher who has terminated employment in the Holton Public Schools and who later returns shall be allowed previous service credit up to a maximum of eight (8) years.

Transfer of teaching credit from other schools for placement on the Holton Public Schools schedule shall be made as follows:

1. Full credit shall be allowed for each complete year of teaching service provided that:

a) The candidate has taught in approved schools as a degree and properly certified teacher.

b) The maximum teaching service credit allowed shall be eight years.

2. Teachers on the non-degree schedule shall transfer teaching credit to the degree schedule at one-half credit. When a degree is earned by a person on non-degree step 4 would transfer to degree step 2, etc.

RETIREMENT AGE

Retirement shall be at age sixty-five for instructional and/or certified employees and computed as of September 1.

a) An instructional employee who reaches the age of sixty-five before September 1, of the next contract year shall be retired the preceding June.

b) An employee who reaches the established retirement age during a contractual year shall be permitted to complete the contract

c) The Board of Education reserves the right to extend the retirement age for individual instructional employees, on the recommendation of the superintendent of schools, whenever the best interests of the pupils and / or of the school district so require.

A teacher whose employment is extended after the retirement age listed, shall not lose any accumulated sick leave days earned prior to the extension.

d) Before the retirement age is extended for a teacher he shall be required to submit evidence from not less than two doctors, one of which will be designated by the Board, to the effect that he/she is both physically and emotionally able to do justice to a position of efficient full time teaching.

CONTRACT PROCEDURES

The Superintendent of Schools shall have the power to nominate, assign, transfer, or suspend for good and reasonable cause any principal, teacher, clerk, custodian, bus driver, or other school employee, such action being subject to approval of the Board of Education.

All applications for teaching or non-teaching positions shall be channeled through the superintendent of schools. No school personnel shall be employed excepting those recommended by the superintendent.

At some time prior to the issuance and renewal of contracts an item shall be placed on the agenda of the Board of Education meeting at which time the discussion shall center around the following topics:

1. Has the teacher completed all requirements to remain on the salary schedule?
2. Has the tenure committee made a recommendation?
3. Are there any factors that have a bearing on the success of the teacher or teacher's value of the system?

If at this time it appears that there are deficiencies in any of the above areas, or if it appears that there is a question of whether or not the teacher will be offered a contract a statement about the same shall be entered in the Board minutes and the teacher shall be notified verbally and/or in writing by the superintendent.

If requested, the teacher may have a hearing before the Board. Preliminary to contracts being offered, a form letter will be issued to the members of the staff to determine whether or not they desire a contract for the coming year.

Contracts will be issued as soon after March 1st as salaries have been determined.

The superintendent is authorized to issue all contracts to new personnel and signatures of the Board will be affixed to all such contracts issued by the superintendent. Such contracts to be valid must bear the signature of at least (4) four board members and the superintendent.

Contracts will be issued on a 39 week school year basis which includes any pre-school, in-service, and/or post school conferences that may be scheduled.

Summer work not covered by the base contract shall be evaluated by the Board.

Teachers working on a 12 month contract shall receive additional salary on a pro-rated basis of their salary and be entitled to 3 weeks vacation between the period school closes in June and the opening date of school in the fall, with vacation periods to be arranged with the superintendent.

Teachers with less than one year of experience credit, but more than (1/2) one-half year will be given credit for one-half of the appropriate salary step.

PAYROLL ACCOUNTS (DEDUCTIONS)

Deductions for M.E.A. Insurance, M.E.A. Dues, N.E.A. Dues, Teachers Institute Fees, and Teacher Credit Union will be made for those employees requesting such deductions as follows:

- a) Credit Union Savings Account in multiples of \$5.00 (to remain unchanged and continuing through each pay period thereafter for the school year).
- b) M.E.A. Hospital Insurance the last pay period each month.
- c) N.E.A. Dues- first pay September.
- d) M.E.A. Dues- second pay day, 1/10 each month September through June.
- e) Institute Fees- first pay October.

Payments of loans, borrowing money and deposits other than the above will be transacted by the individual and not through payroll deductions.

Payroll deduction is a service offered to the employees on a voluntary basis. No one is compelled to make use of any or all of this service. For obvious reasons, there will be no exceptions to the above schedule as established.

Payroll checks are valid, only when signed by the superintendent or the treasurer of the Board of Education.

Payroll will be bi-weekly and checks will be issued on Fridays. Whenever said date falls on days when school is not scheduled to be in session, checks will be issued on the last scheduled day prior to payroll date.

Pay shall be 1/26 of contractual salary, with the balance of salary paid on the final pay period of the regular school calendar.

HOLTON SALARY SCHEDULE

BASE 7650

Years Experience	Column A*	Column B*	Column C*	Column D*	Column E*	Column F*	Column G*	Column H*
0-Base	.76	.92	.96	1.00	1.04	1.06	1.08	1.12
1	.78	.96	1.00	1.04	1.08	1.10	1.12	1.16
2	.80	1.00	1.04	1.08	1.12	1.14	1.16	1.20
3	.82	1.04	1.08	1.12	1.16	1.18	1.20	1.24
4	.84	1.08	1.12	1.16	1.20	1.22	1.24	1.28
5	.86	1.12	1.16	1.20	1.24	1.26	1.28	1.32
6	.88	1.16	1.20	1.24	1.28	1.30	1.32	1.36
7					1.32	1.34	1.36	1.40
8					1.36	1.38	1.40	1.44
9					1.40	1.42	1.44	1.48
10	.96	1.32	1.36	1.40	1.44	1.46	1.48	1.52
11	.98	1.36	1.40	1.44	1.48	1.50	1.52	1.56
12	1.00	1.40	1.44	1.48	1.52	1.54	1.56	1.60

A* Non-Degree Schedule

B* Degree and No Certificate

C* Degree, Certified, and on Special

D* B.A. Degree & Certified for Teaching Level

E* B.A. Degree & Certified for teaching level & 20 Hours.

F* B.A. Degree & Certified for teaching level & 30 Hours.

G* Masters Degree, Certified and In Teaching Field.

H* Masters Degree, Certified and in Teaching Field & 20 Hours.

1. All new personnel (hired 1969 and later) must earn 20 credits over B.A. in six (6) years or remain on B.A. step they have earned. A teacher presently employed has six years to move to B.A. + 20 or remain on the B.A. step earned. This philosophy was agreed on for all columns A through D.

2. If the teachers are certified and are working under a special certificate by teachers choice, they come under column C. If they are teaching out of their field at Board request on a special they will come under column D.

3. When a Non-degree teacher earns a degree they will be given one half (1/2) of the non-degree step they are on (Holton Schedule) in transferring to the Degree Schedule.

4. Driver Training teachers to be paid \$25.00 per student and if the State reimburses at a greater rate than this the Board will increase the rate.

Extra Curricular Activity Schedule

Football Coach	756	Yearbook	324
Assistant Football	459	Cheerleaders	324
Basketball Coach	756	Forensics	216
Assistant Basketball	459	Play Director (2 plays)	432
Baseball Coach	351	Band (Marching)	270
Track Coach	351	Junior High Coach	351
Wrestling Coach	324	Elementary Coach	351
Intra-mural Sports	351		

HOLTON SALARY SCHEDULE

1971-72 BASE = 7650

BA

BA + 20

BA + 30

MA

MA + 20

Years Experience	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
0	5,814	7,038	7,344	7,650	7,956	8,109	8,262	8,568
1	5,967	7,344	7,650	7,956	8,262	8,415	8,568	8,874
2	6,120	7,650	7,956	8,262	8,568	8,721	8,874	9,180
3	6,273	7,956	8,262	8,568	8,874	9,027	9,180	9,486
4	6,426	8,262	8,568	8,874	9,180	9,333	9,486	9,792
5	6,579	8,568	8,874	9,180	9,486	9,639	9,792	10,098
6	6,732	8,874	9,180	9,486	9,792	9,945	10,098	10,404
7	6,885	9,180	9,486	9,792	10,098	10,251	10,404	10,710
8	7,038	9,486	9,792	10,098	10,404	10,557	10,710	11,016
9	7,191	9,792	10,098	10,404	10,710	10,863	11,016	11,322
10	7,344	10,098	10,404	10,710	11,016	11,169	11,322	11,628
11	7,497	10,404	10,710	11,016	11,322	11,475	11,628	11,934
12	7,650	10,710	11,016	11,322	11,628	11,781	11,934	12,240