

Holt 8

6/30/71

1970-71

MASTER AGREEMENT
BETWEEN
HOLT EDUCATION ASSOCIATION
and
BOARD OF EDUCATION
of the
HOLT PUBLIC SCHOOLS
1970-1971

Holt Board of Education

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HOLT PUBLIC SCHOOL DISTRICT
MASTER AGREEMENT, 1970-71

This Agreement, made and entered into this _____ day of _____, 1970, by and between the Board of Education, Holt Public Schools, (hereinafter referred to as the Board) and the Holt Education Association (hereinafter referred to as the Association).

SECTION I
PURPOSE AND INTENT

The Board and the Association recognize: That their joint objective is to provide a quality education to the students of the School District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.

Being engaged in a mutual endeavor in the public interest the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

In the above spirit and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Section II who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

SECTION II
RECOGNITION

The Board hereby recognizes the Holt Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated personnel or professional personnel employed by the Board, whether on contract, or on a per diem, hourly or a class rate basis, but excluding substitutes and adult education personnel, supervisory and executive personnel, office clerical, and maintenance and operating employees.

- (a) The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- (b) The term "Board" shall include its officers and agents.

SECTION III
TEACHER RIGHTS AND RESPONSIBILITIES

Article I Teachers may have access to their official personnel files located in the superintendent's office, to review any document prepared by the teacher himself, college transcripts, progress evaluation forms prepared by the principal or supervisor and information which is not received as privileged or confidential, which at the present time are restricted to letters of reference and teacher credentials. Said access shall be in the presence of the Superintendent and/or Director of Instructional Personnel. Written acknowledgement of the review shall follow each inspection.

Article II Complaints directed toward a teacher shall be called to the teacher's attention at the earliest possible time if a permanent record is to be made of such complaint.

Article III Teachers may request the presence of an Association Representative when being reprimanded, warned or disciplined subject to the following procedure:

- A. Nothing contained herein shall prevent verbal communication between administrators and teachers without the presence of an Association Representative. The Association recognizes need for a building principal to carry out responsibilities relating to Board policy, terms of the Master Agreement and the exercise of good judgement by teachers. (These functions of the principal are entirely separate from the teacher evaluation process.) Thus, the building principal confers with teachers. Such contacts including commendation, praise, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association Representative.
- B. If any verbal communication is intended by the administrator to be an oral reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the teacher shall be given a reasonable opportunity to request the presence of an Association Representative as an observer. No written reprimands shall be issued without preceding verbal communication regarding the incident which will be the subject of the written reprimand.
- C. Before being placed into the teacher's permanent record, the teacher will be provided with a copy of the written reprimand signed by the administrator issuing it and the teacher may submit any written statement he wishes, signed by the teacher, which the teacher wishes included in the record.

- D. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth elsewhere in this Agreement.

Article IV The Board recognizes its responsibility to continue to give administrative backing and support to its teachers leading to the attainment of an environment in the classroom which will enable the teacher best to perform his primary responsibility, the offering of desirable learning experiences. The teacher shall report to the principal the names of students who seem to need particular assistance of skilled personnel. The situation will be studied by school officials and an effort will be made to alleviate the situation.

The teacher shall also report to the principal names of students who are disruptive to the classroom environment which prevents the teacher from offering desirable learning experiences. The teacher will submit a written statement of the nature of the problem, including the facts causing the teacher to file the report as well as a summary of the action of the teacher to correct the situation. These situations shall be studied by school officials and an effort will be made to alleviate the situation. In these cases the teacher will be given a written report of the action taken as soon as practical.

Article V

- A. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault, the Board will provide legal advice if the teacher requests it.
- B. No charge shall be made against a teacher's salary or leave time in case of time lost because of court appearances involving incidents stated in Paragraph A above.

Article VI Teachers are required to comply with rules, regulations and directions, from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. The appropriate school administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an imminent hazard to health or safety and the administrator shall take any action necessary.

Article VII A teacher shall not be reprimanded, disciplined or evaluated for activities as a member of the Association except that the Board through the superintendent of schools may institute a complaint within the provisions of the "Code of Ethics of the Education Profession" in the Michigan Education Association booklet Constitution and Standing Rules.

Article VIII In case of reduction of staff under contract with the Board, it is recognized that the Board may reduce its staff, provided, however, that in connection with any such reduction the Board shall release the teachers with the lowest seniority within the certification group being reduced.

SECTION IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

Article I The Association, on its own and its individual members behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States.

Article II The Board will furnish to the Association any available public information pertinent to collective bargaining concerning the financial resources of the school district, purpose, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of the teachers. The Association may make reports and recommendation to the Board regarding such matters if the Association wishes to do so. Also, public information will be made available which is necessary for the Association to process grievances. One copy shall be furnished. Original records shall be examined only in the Board office.

Article III All regularly scheduled meetings of the Association shall be held after the school day on Mondays. The Association shall notify the Board of scheduled meetings and the teachers who will be involved. It is understood that while Mondays are thus reserved for Association meetings, that other meetings may be held on Mondays which do not involve teachers scheduled for Association meetings. Emergency situations take precedence over any other Board or Association meetings no matter when scheduled.

Article IV The Association shall have the right to use school building facilities for business purposes as follows:

1. Time: after school hours when a custodian is on regular duty and at times not in interference with regularly scheduled school activities.
2. Authorization by the building principal prior to use when the utilization is before 7:00 p.m. After that hour in accordance with Policy A 1310.
3. Miscellaneous:
 - a. The use of school mail boxes for official Association business.
 - b. A bulletin board in the staff room for Association use.
 - c. Requests for use of other school equipment shall be made of the building principal in advance of the utilization.

Article V Duly authorized representatives of the Michigan Education Association or the National Education Association may have access to school facilities during normal school hours. In all cases of such visits the initial contact in such building must be with the school office to announce their presence. Their activity shall not interfere with the instructional program.

Article VI Association announcements will be permitted after building faculty meetings are completed.

SECTION V
BOARD RIGHTS AND RESPONSIBILITIES

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, but 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 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 to reduce the number of teachers employed; 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 thereto, and non-teaching activities, and the terms and conditions of employment.

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 judgement and discretion in connection therewith shall be limited to and subject to the specific and express terms of this Agreement.

SECTION VI
ASSOCIATION DUES

Article I Association dues will be deducted from the first pay period of each month on the basis of written authorization to do so as stated on each individual continuing membership application. Remittance will be made to the Association for the local dues at the end of each month. The teacher has a right to withdraw an application, as limited by the "continuing membership" agreement subject to the provisions of Article II of this Section. The Association shall

indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association plus any costs incurred by the Board in connection herewith.

Article II The following provisions shall be implemented at the beginning of the 1970-71 school year with respect to present Association members and newly employed teachers as follows:

Each teacher may elect to join the Association and pay the periodic (Local-Michigan-National Education Association) by authorizing the deduction of such amounts from his salary, or

Each teacher may elect not to join the Association but to pay it a representation fee in an amount equal to its dues (Local-Michigan-National Education Association) by authorizing the deduction of such amounts from his salary.

If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such teacher notice that his employment will not be continued after the end of the current school year. If the teacher challenges that decision before an agency or court of competent jurisdiction, such teacher's employment will be continued in normal fashion until the end of the school year following the time when there is a final decision by an agency or Court of competent jurisdiction (which has not been appealed by any party to the action) upholding such termination.

It is agreed that with respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provisions constitutes just cause for dismissal.

In the event the Board, acting on the request of the Association, discharges or attempts to discharge a teacher for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Board's negligence.

Teachers who elect to pay a representation fee in lieu of joining the Association shall be afforded the same liability insurance coverage as is afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

SECTION VII HOURS OF EMPLOYMENT

Article I The hours a teacher is normally required to be at school:

- A. Elementary, 8:30 a.m. to 4:00 p.m.; Junior High, 7:45 a.m. to 3:05 p.m.; Senior High, 7:45 a.m. to 3:15 p.m.
- B. These hours recognize that teachers do work away from normal work stations and outside of the hours stated in Article I A. Such

work includes: Parent-Teacher functions, up to 5 hours of teacher meetings per semester, curriculum meeting in accordance with Article III, Section VIII, and supervision or chaperoning of functions as follows: elementary and junior high, a maximum of 2 per year; and senior high a maximum of 2 per semester.

- C. A teacher may leave after student dismissal time before 4:00 p.m. (Elementary); 3:05 (Junior High); or 3:15 (Senior High) making use of the sign out sheet & indicating his or her destination. The Principal has the right to verify the absence.

Article II Lunch periods will entitle teachers to a daily duty-free period as follows, except in emergency situations; elementary, 60 minutes, except when on noon telephone duty at which time there is a 30 minute duty-free period; junior high and senior high, 25 minutes, excluding passing time.

SECTION VIII TEACHING CONDITIONS

Article I The Board will attempt to keep class sizes at 26 or below in grades K-2. If any class reaches 29 students, the Board and Association will confer to find a workable solution to bring the class size within 26 plus 10%. Similarly, the limits for grade 3 are 27 plus 10%; and for grades 4-6, 28 plus 10%.

The Board will attempt to keep total student load at 160 or below for a five period school day in grades 7-12. If any teacher load exceeds this by more than 5%, the Board and Association will confer to find a workable solution to bring teacher load within 160 plus 5%.

These limits shall not apply to physical education, choir, band or typing.

Counts to determine class and teacher loads shall be made on (1) the fourth Friday after Labor Day with adjustments to be made by the end of the first marking period; (2) the fourth Friday of the second marking period with adjustments to be made by the end of that marking period; and (3) the fourth Friday of the second semester with adjustments to be made by the end of the third marking period.

At Junior High, the counts shall be made on (1) the fourth Friday after Labor Day with adjustments to be made by the end of the first tri-mester; and (2) the fourth Friday of the second tri-mester with adjustments to be made by the end of that tri-mester.

Article II Teacher Evaluation procedure shall be that which is set forth in the Board policy under "Teacher Evaluation Procedure" in existence at the time of execution of this Agreement; provided, however, that changes in evaluation procedure may be implemented from time to time during the life of this Agreement if such changes are first approved by the Tenure Committee.

Any grievance under the Master Agreement with respect to teacher evaluation shall be limited to the question of whether the policy has been followed. Specifically excluded from grievance are challenges as to the contents of any evaluation.

Article III The Board and Association recognize and encourage the importance of teacher involvement in the area of curriculum. The existing curriculum organization and structure as outlined in policy enables the teacher to advise and react to the Board on such matters as teaching techniques, courses of study, curriculum revision, curriculum guides, pupil testing and evaluation; philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters; textbooks and other teaching materials; and the use of teaching aids of every kind and nature. The existing structure, organization, and function of curriculum are subject to the following procedure:

1. The chairmen of the elementary grade committees and K-6 study committees will be appointed by the Elementary Administrative Council. These appointments must be mutually agreeable to the teacher and principal.
2. The chairmen of secondary department committees will be appointed by the secondary principals. These chairmen will also serve as chairman and vice-chairman of a 7-12 study committee. These appointments must be mutually agreeable to the teacher and principal.
3. The dates for elementary grade committee meetings and secondary department meetings shall be established by the principal and chairman jointly. All teachers within a particular grade or department will participate in the study at this level.
4. K-6 and 7-12 study committee meetings shall be announced in advance. Teacher participation is encouraged but not required.
5. All reimbursement for time spent on curriculum work shall be in accordance with Schedule B.

Article IV Calendar for 1970-71 and 1971-72 has been negotiated by the parties as one of the items for negotiations for the 1970-71 school year, provided, however, the Board reserves the right to set the opening and closing days of the school term.

Article V It is recognized that the democratic values of our society can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged, provided the teachers within the scope of their assignments exercise such freedom within the framework of established curriculum practices, and provided courses of study are adhered to.

Article VI A teacher will not be required to cover another teacher's class except in emergency situations and limited to no more than two times per year. Teachers supervising the activities of student teachers will not be required to serve as substitutes in other classrooms.

Article VII A staff room will be located in each building that will provide lavatory facilities and appropriate furniture. The Board will involve teachers in the study and planning for adequately designated and furnished staff rooms for all future buildings and major additions.

Article VIII An unlisted number telephone will be provided in the staff room only for local calls. Teachers may also make use of extensions outside the office at the secondary level and a designated extension in each of the elementary buildings.

Article IX When mechanical difficulties arise which affect a school and/or classroom environment; (i.e. no lighting, heat below 60°, no water, no fire alarm system, etc.) adequate educational facilities must be made available the following school day or those classrooms affected not be required to attend until necessary adjustments are completed.

SECTION IX TEACHER ASSIGNMENTS

Article I Teachers will be notified of their assignments for the following school year by June 25. Changes beyond that date may be made in case of emergency, which shall include lack of available classrooms, inadequate financial resources, growth patterns that are unexpected or a lack of qualified personnel. In case of such situations, the teacher will be notified of the change in assignment as soon as possible and the teacher may accept the assignment or may resign his position in the District without prejudice of any type.

Article II At the elementary level two teachers may agree to share outdoor physical education duty thus allowing released time for one teacher.

Article III Teachers employed for less than a full time position have a proportional amount of preparation time.

Article IV Vacancies, Transfers, and Promotions

- A. In case of vacancies in positions within the bargaining unit during a school year, the Board will attempt to fill the vacancy from within the staff based on letters of interest which teachers have filed with the Director of Instructional Personnel and Curriculum. If there is a qualified member of the staff who has filed a letter of interest regarding the position vacant, the Board will consider the teacher for such position. If a teacher with a letter of interest on file is not transferred to fill the vacancy, a written notice of the reasons for the Board's decision shall be given to the teacher.

- B. In case of positions within the bargaining unit known by the Board to become vacant in the next school year, the Board will post notice of such vacancies as may be known during January, February, March, April, and May for a period of ten calendar days during each of those months. The Board will award such position to the best qualified member of the staff who applies during such posting period. If no staff member who is qualified applies for the position, the Board will employ outside applicants during the balance of each month.

After May 10, the Board will consult letters of interest on file before employing outside applicants but shall not post.

Teachers applying but not awarded the position shall be given written notice of the reasons for the Board's decision.

- C. In case of openings in present administrative positions, the Board shall consult letters of interest on file. Should new administrative positions be created, the Board shall post notice for ten days.

Article V At the secondary level, unless a teacher volunteers for more there shall be a maximum of three preparations in the academic subjects which are of significant difference, and except for the third level of a foreign language course.

SECTION X LEAVE OF ABSENCE

Article I - A teacher shall request permission from the secondary principal at that level and elementary coordinator at that level in advance of attending any conference within the State of Michigan. Final approval shall be by the Director of Instructional Personnel and Curriculum. Conferences outside the State of Michigan require Board approval.

- A. Permission will be governed by the availability of a substitute, special building situations, and the number of conferences previously attended.
- B. Expenses will be allowed as follows: 10¢ per mile for automobile; the salary of a substitute if necessary: up to \$10 per night for lodging: meals up to \$1.50 for breakfast, \$3.00 for lunch and \$5.00 for dinner: registration fee; and if transportation is by public carrier, the most economical means.
- C. Any teacher may make application to the principal to attend a conference at his own expense, except for the pay of the substitute. Verbal or written reports may be required.

Article II A teacher shall request permission from the secondary principal at that level and elementary coordinator at that level in advance of making any visitation. Final approval shall be by the Director of Instructional Personnel and Curriculum. Visitations shall be within the State of Michigan.

- A. Permission will be governed by the availability of a substitute. Special building situations, and the number of visitations previously made. No permission will be granted for the day preceding or the day following holidays and vacations, and the first and last days of school year.
- B. Expenses allowed will be limited to the salary of a substitute if necessary.

Article III Visitations made by a teacher at the request of the Board shall not be subject to the limitations in Article II, above. Expenses for visitations outside the school district shall be allowed as outlined in Article I, B., above.

Article IV Sick leave chargeable against accumulated sick leave time shall be granted in accordance with this Article. Ten days shall be granted per school year with unlimited accumulation. Teachers employed for less than a full school year shall receive a pro-rated bank of days.

A. Personal Illness

The illness shall be attested to by the teacher through the completion of a sick-leave form furnished by the school, upon the return of the teacher to school. The principal shall endorse the card. The Board reserves the right at such time to require a physical or mental examination of a teacher at the Board's expense by a doctor of its choice should this seem in the best interests of the school. A written statement may be required from the attending physician in cases of an injury or illness that keeps a teacher from work for five or more consecutive working days. A written statement shall be mandatory commencing the eighth calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workman's Compensation regardless of the length of the absence.

B. Illness in the Employee's Household ¹

One day per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his household; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In serious emergencies additional days may be granted.

¹ A person for whom the teacher principally is responsible for financial and physical care.

C. Death in the Immediate Family

A maximum up to five days may be granted at the time of death when needed in case of a death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the teacher principally is responsible for financial and physical care.

D. Funerals outside the Immediate Family.

One day may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

Article V Two days a year beyond the sick leave allowance may be used for personal business. Notification of desire to take a personal business leave day shall be filed in writing with the Director of Instructional Personnel at least four days in advance (except in the event of an emergency when a shorter notice may be acceptable). In connection with such personal business leave, and upon return to school, the teacher must indicate on the leave card the purpose of the leave. The leave card is to be sent by inter-school mail directly to the Director of Instructional Personnel. Use of personal business leave time may be subject to verification by the Board.

The purpose for which such leave time may be used shall be sound, pressing, unavoidable causes which cannot be handled during the normal school day. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of school year, except when personal business days are granted for funeral attendance not covered by the immediate family.

Personal business leave days not used during a school year will be added to and accrued as sick leave days at beginning of the following year.

Article VI - Absences not covered by leave policy arranged for preceding the time of absence with the principal and Director of Instructional Personnel or Superintendent shall result in loss of the rate which a substitute would be paid except for absence immediately preceding or following a vacation period or the first or last day of the school year which would result in full pay deduction.

Article VII Weather or Mechanical conditions which force the closing of schools.

1. Notification of such closing by radio or telephone will include teachers.
2. Teachers are encouraged but not required to use such time for a work day at their school.

Article VIII When a teacher has exhausted compensated leave days, the teacher will receive pay during the continuation of such leave on the basis of the difference between the teacher's regular daily rate and the substitute rate for the duration of the leave, or until the substitute begins to receive the full regular daily rate (beginning the substitute's sixteenth consecutive working day), whichever occurs sooner. After this point the teacher on leave will receive no further compensation during the balance of the time of absence.

Article IX Adverse travel conditions which necessitate a teacher's absence when school is in session will result in the reduction of the teacher's pay by the period of no service.

Article X Other Leaves

A. General Leave

The following conditions shall apply to general leaves under this Article and unless otherwise indicated also shall apply to all other extended leaves covered under this Article.

1. Requests for leaves shall be in writing.
2. A teacher must be on tenure to be eligible for general leave except in case of maternity or military leave or health reasons.
3. All general leaves shall be limited to one year. Extensions may be granted by the Board.
4. Salary increments shall not accrue.
5. Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.
6. Written notice to the Director of Instructional Personnel of intention to either return or resign shall be given by March 1st of the year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board, and a teacher who gives timely notice of intent to return for the following year and meets the other qualifications of the leave procedure shall be reemployed if there is an opening on the staff for which the teacher is qualified.

B. Extended Leave for Pregnancy.

Termination of employment by the school in case of pregnancy shall occur at approximately the end of the sixth month. The exact date shall be determined by school officials in accordance with the health condition of the teacher and identifiable school year calendar intervals. Upon written application, a maternity leave shall be granted without pay commencing no later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to leave for up to one year. Extensions may be granted by the Board. An earlier return may be requested by the teacher.

C. Extended Leave for Military Leave.

A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

D. Extended Leave for Health and Hardship Reasons

1. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence to a maximum of one year without pay or increment for such time as is necessary for complete recovery. Extension may be granted by the Board. A teacher may be reemployed at the discretion of the Board.

2. Whenever a leave of absence is granted as described, a teacher shall give acceptable professional evidence of recovered health before being permitted to return to employment in this school system.

E. Extended Leave for Educational Purposes.

1. Peace Corps - A teacher will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Extensions may be granted by the Board. Regular salary increments shall accrue.

2. Study Leave

a. A teacher who has been employed by the Board for at least five years will be granted a leave upon written application for a study leave without pay for a period not to exceed one school year. Provided, however, no more than three (3) members of the teaching staff will be permitted to be absent for such leaves in any given year. If more than three (3) applications are filed for any given year, applications will be considered in order of filing dates. A teacher planning to take such leave shall give written notice of intent to the Director of Personnel and Curriculum as soon as possible in the school year prior to the school year in which the leave will be taken and shall file a formal written application by no later than April 1 of such preceding year.

No such leave shall be granted unless the Board has employed a suitable replacement for the teacher by June 15.

If no replacement has been employed, the teacher shall not be granted leave under this provision but may apply and shall be granted a general leave, subject to the terms and conditions applicable to such leaves, as provided elsewhere in this Agreement.

If granted a study leave a teacher upon completion of the leave shall be returned to his or her position held prior to the leave.

- b. The teacher will be required to take at least nine semester hours credit ~~per semester~~ (or 9 term hours per quarter) in an institution of higher education accredited by the North Central Association of Colleges and Secondary Schools or its equivalent.
- c. The teacher will advance on the salary schedule as he would have advanced had he been employed by the Board.
3. Exchange teaching - After five years of employment by the Board a teacher may be granted a leave to teach for not more than one year in another State or another Country or Territory. Requests shall be made no later than February 1 preceding the school year for which the leave is sought.
4. United States Government Teaching - A teacher who has been employed by the Board for at least two years may be granted a leave for not more than two years in an assignment in a United States Government School outside this country. If re-employed, advancement on the salary schedule shall occur. Requests shall be made no later than February 1 preceding the year for which the leave is sought.
5. Sabbatical Leave - Subject to the applicable Michigan Statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for study providing:
- a. No more than one of the teachers in the district shall be absent on sabbatical leave at any one time except in particular circumstances.
- b. Requests are made in writing to the Superintendent on or before February 1, and finalized by May 1, of the school year preceding the school year for which the leave is sought.
- c. The teacher has completed at least seven (7) consecutive full school years of service in the district.
- d. The teacher shall agree to remain in the employ of the District for a period of not less than one year following his return from Sabbatical leave.
- e. The teacher will be required to file periodic reports with the Superintendent as mutually agreed upon.
- f. The Board shall be responsible for granting all leaves. Approval will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
- g. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increases while on leave, providing all requirements of the sabbatical leave policy have been, in the judgment of the Superintendent, fulfilled satisfactorily.
- h. The compensation for a teacher on sabbatical leave shall be half annual base salary rate. During the sabbatical leave, the leave of absence policy will apply, and the Board will continue to make insurance payments. The applicant will be paid at the same time as the rest of the staff.

F. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving full time in an elective office of the MEA or NEA.

G. The Board shall grant released time to the Association up to fifteen (15) full days per year, provided the Association agrees to reimburse the Board for the substitute's pay, subject to the following limitations:

1. Any one teacher shall be limited to a maximum of five (5) days absence on Association time.
2. The Association President shall endorse requests for use of Association time.
3. Attendance at conferences sponsored by NEA, MEA, or affiliated organizations which relate to curriculum are to be authorized via the procedure outlined in Section X, Article I, not as Association time.
4. Association time will not be requested for purposes of training negotiators.

H. Jury Leave. A period not to exceed twenty (20) working days in one school year may be granted for jury duty. The employer shall pay the difference between the employee's regular pay and the pay received for jury duty.

I. Leaves for Other Purposes - No charge shall be made against a teacher's salary or leave days for the following reasons:

1. Court appearance when subpoenaed.
2. Time necessary to take the Selective Service physical examination.
3. Attendance at a particular function when requested by the Board.
4. Appearance in court necessitated by a school related incident.

SECTION XI RATES OF PAY, WAGES AND FRINGE BENEFITS

Article I The salaries of teachers are set forth in Schedule A which is incorporated in the Agreement. Such salary schedule shall remain in effect during the period covered by this Agreement, starting July 1, 1970 and ending June 30, 1971.

Article II Insurance - The Board will provide a group life insurance plan with a \$4,000 death benefit and \$40.00 salary protection for each teacher, subject to the terms and conditions of the master policies applicable to such benefits.

Blue Cross-Blue Shield insurance, in accordance with the terms and conditions of the policies, fully paid by the district, will be provided for each teacher at the benefit level in effect at the beginning of the 1970-71 school year. Any rate increase resulting from loss experience adjustment made on the policy anniversary (April 1, 1971) shall be borne by the Board. Any other rate increases made during the life of this Agreement shall be borne by the teachers. In case of teachers who are principal wage earners, the Board, in addition, will pay the cost of providing full family coverage for dependents.

Once coverage is designated it shall not be altered except as death, birth, or social security eligibility is involved or until the next open enrollment period.

Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the teacher or others.

The district shall begin contributing towards such benefits the first of the month following ratification.

Article III Upon a teacher's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act a terminal leave pay determined by the greater of (1) or (2) below will be paid if at least ten years continuous employment in this school district has occurred.

- (1) \$50 per year of employment in this school district, or (2) a sum equal to 50% of the current wage for each accumulated leave of absence day. (2) is limited to a sum up to twice the amount calculated by (1).

Article IV Teachers are covered by Workmen's Compensation benefits for work related injury or illness. In the event of a work related injury or illness the teacher shall be paid at his regular rate but time lost from work is chargeable against the teacher's accumulated bank of sick leave days.

After the five day waiting period the teacher is eligible for Workmen's Compensation benefits, and his pay will be reduced to the difference between said Workmen's Compensation benefits and his regular rate. Sick leave will be charged on a pro rata basis computed on the relationship of his differential pay to his regular rate of pay.

Article V When a regular pay day occurs within a vacation period during the school year, that pay day shall be advanced to the last day prior to the beginning of said vacation period, provided that no more than one pay period shall be advanced with respect to any vacation period.

Article VI Pay periods shall be every two weeks during the entire year. The pay periods may be based on either a ten or twelve month year at the option of the teacher. Unless the Director of Personnel and Curriculum is notified otherwise by no later than August 1, the teacher will be presumed to have selected the twelve month plan. Those selecting the ten month plan must remain on this plan for the entire school year.

Teachers on the twelve month plan must designate no later than May 15 if they wish a lump sum payment at the end of the school year.

SECTION XII
GRIEVANCE PROCEDURE

Article I - A "grievance" is a claim, by one or more teachers or the Association, of violation or misinterpretation or misapplication of any provision of this Agreement.

Article II- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Article III - Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, the teacher need not exercise such right.

Article IV - There shall be one Association representative for each building who shall be recognized as official representative of the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Director of Instructional Personnel and Curriculum as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Director of Instructional Personnel and Curriculum has been advised of his appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Director of Instructional Personnel and Curriculum in writing as far in advance as possible.

Article V - Procedure - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may be extended, however, by mutual written agreement.

Article VI - Formal Grievance Procedure

- A. Written grievances shall contain the following information:
 1. A statement of the facts alleging the violation.
 2. The section of this Agreement, which is alleged to have been violated.
 3. Relief requested.
 4. The signature or signatures of the grieving parties.

- B.
 1. Within five (5) days of the filing of the written grievance, the principal shall schedule a meeting thereon with the teacher and at the teacher's option, the Building Association Representative, and within five (5) days after said hearing the principal shall submit an oral decision, and file a written report to the grieving party with a copy to the Association.

2. If the decision of the principal is unsatisfactory to the grieving teacher, teachers, or the Association, the Association may file a written appeal to the director of Instructional Personnel and Curriculum within five days after the decision of the principal. Within ten days of receipt of an appeal, the Director of Instructional Personnel and Curriculum shall schedule a meeting thereon. Within five days of the meeting the Director of Instructional Personnel and Curriculum shall render a decision in writing, transmitting a copy thereof to the Association and file a copy in a permanent file in the Superintendent's office.

3. If the decision of the Director of Instructional Personnel and Curriculum is unsatisfactory to the Association, it shall within ten days of the date of said decision file a written appeal to the secretary of the Board. If said appeal is filed within ten days prior to the next regularly scheduled meeting, the same shall be placed on the agenda of the Board and the Association shall be given an opportunity to be heard on said grievance. In the event that the grievance is not filed within ten days of the regularly scheduled Board meeting, then and in that event, the Board shall place the appeal on the agenda for the next succeeding regularly scheduled Board meeting thereafter. The Board shall have the right at its sole discretion to schedule special Board meetings for processing an appeal at any time. Within five days after the hearing on said appeal the Board shall render its decision in writing with a copy transmitted to the Association, and a copy thereof shall be in a permanent file in the superintendent's office.

4. If the decision of the Board of Education is unsatisfactory to the Association, it may file an appeal with the State Employment Relations Commission in accordance with law. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the Association withdraw a grievance at any level, or should a teacher or group of teachers leave the employ of the Board, all further proceedings on said grievance shall be barred. The term day or days used herein shall mean regular school days.

5. If the Board, the grieving teacher and/or Association shall be unable to resolve any grievance through the mediation process as outlined in paragraph 4, above, either party may, within ten (10) days after the completion of mediation, appeal to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the other party within said ten day period. If not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

6. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's

decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

7. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the board of education or the proper exercise of its judgment and discretion under law and this agreement.

8. The decision of the arbitrator shall be advisory, and not binding on either party.

9. The arbitrator's fee and expenses shall be divided equally between the parties.

Article VII - Immediately after any adjustment is made the Association will be given an opportunity to meet with the Board's representative to learn of the settlement of the grievance. The Association will indemnify and save harmless the Board from any action taken by a teacher not desiring the Association's involvement.

Article VIII - If any teacher has a complaint regarding any condition of employment covered by the Michigan Teachers' Tenure Act such complaint shall be dealt with exclusively through the provisions of said Act, unless a specific alternative provision is provided under this Agreement and the established procedures thereof.

Article IX - Teachers required to participate in negotiating meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of a teacher's participation in such meetings, when any of such meetings are scheduled by the Board to be held during the teacher's normal working hours.

SECTION XIII TEACHER QUALIFICATIONS

Article I - The Board normally will require a Bachelors degree and proper certification as the minimum qualification from applicants for employment. The Board will also continue its practice of employing only substitutes who have proper certification to qualify under state law for substitute teaching.

Article II - In cases where the Board varies from its normal practice with respect to the Bachelors or standard certification requirement, the Association will be given notice of the teacher employed. The Association will also be notified if substitutes are employed who do not have the minimum certification or when substitutes are employed for more than fifteen consecutive working days.

SECTION XIV
MISCELLANEOUS PROVISION

Article I - If any provision of this Agreement or any application of the Agreement to the Association, the Board or a member of the Board, 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 II - Copies of this Agreement will be printed at the joint expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board during the term of the Agreement.

Article III - Neither party shall have any control over the selection of the negotiating representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the courses of negotiations, subject only to such ultimate ratification.

Article IV - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Article V - Individual contracts between the Board and individual teachers shall be subject to the terms and conditions of the Master Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

SCHEDULE A
HOLT PUBLIC SCHOOLS
1970-71
TEACHER SALARY SCHEDULE

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Bachelor's + 30 term hours</u>	<u>Master's Degree</u>	<u>Master's + 15 term hours</u>
1	7,400	7,400	7,400	7,400
2	7,725	7,800	7,960	7,960
3	8,125	8,200	8,520	8,520
4	8,500	8,700	8,980	8,980
5	8,900	9,200	9,640	9,640
6	9,300	9,700	10,200	10,400
7	9,700	10,200	10,760	10,960
8	10,100	10,700	11,320	11,520
9	10,550	11,200	11,920	12,120
10	10,950	11,700	12,520	12,720
11	11,400	12,200	13,120	13,320

SUPPLEMENTARY INFORMATION:

Longevity - \$500 additional at Steps 16 and 21.

Continuing Maximum - \$500 additional at Steps 14, 17 and 20.

No new applications for continuing maximum will be accepted. Teachers currently on continuing maximum or having applications in process shall receive the benefit, contingent on their qualification.

Credit for other experience: Teaching : up to full credit.

Related experience: An equitable share. Both as determined by the superintendent.

Bachelors + 30, Masters Degree and Masters + 15 must be applicable to the teaching assignment to be credited unless otherwise approved by the Director of Instructional Personnel and Curriculum. Grandfather clause protection for present teachers is in effect for teachers who began work towards BA + 30 and/or Masters prior to the 1968-69 school year. Graduate credits to be applied to the Masters + 15 level shall have been earned since July 1, 1965.

Schedule A (Cont'd)

"Skip" steps are possible when permanent certification is attained.

Skip step procedure is to be handled in the following fashion:

1. Teachers who had qualified for the benefit on or before October 1, 1969 will continue to receive the benefit (those individuals are listed below).
2. Teachers new to the Holt Public School District since the beginning of the 1969-70 school year regardless of whether the teacher had prior experience elsewhere shall not qualify now or in the future for the benefit.
3. For teachers on the staff prior to the 1969-70 school year who have qualified for the benefit, the following procedure would apply:
 - a. Teachers on Step 4 at the beginning of the 1969-70 school year who qualify by October 1, 1970, will be entitled to one skip step.
 - b. Teachers on Step 3 at the beginning of the 1969-70 school year who qualify by October 1, 1970, will be entitled to two skip steps.
 - c. Teachers on Step 2 at the beginning of the 1969-70 school year who qualify by October 1, 1971, will be entitled to one skip step.

Contractual placement on the salary schedule shall not be altered after October 1.

In order to qualify by the deadline date the teacher must submit to the Director of Instructional Personnel and Curriculum documented proof of qualifications. Such proof must be in the form of a certified transcript.

CONTINUING MAXIMUM

1. A teacher who has reached maximum salary position to be considered for the Continuing Maximum benefit must have applied prior to June 30, 1970. No new applications will be accepted.
2. Procedure for qualification
 - a. Earn nine term hours of credit in an accredited institution of higher education, or
 - b. Earn an equivalent number of term hours by enrolling in non-credit workshops or in-service education seminars. Each twelve hours of attendance will carry one credit.
 - c. The course work shall be approved in advance of enrollment by the Director of Instructional Personnel and Curriculum.
 - d. The course work must be completed between the time of application and qualifying step.
 - e. There must be evidence of superior teaching performance.

This evaluation will be done by a committee of four persons as follows:

1. The principal of the building
 2. The Director of Instructional Personnel and Curriculum
 3. Two teachers selected by the applicant and approved by the principal and the Director of Instructional Personnel and Curriculum.
- f. Before the benefit is granted there must be a transcript of the credits earned or in the case of non-credit courses, proof of attendance signed by the instructor.

LONGEVITY

1. A teacher who has reached the qualifying step to be considered for the longevity benefit must apply at that time.
2. Procedure for qualification
 - a. Present evidence of being above average in teaching performance
 - b. The evaluation will be done by a committee of four persons as follows:
 1. The principal of the building
 2. The Director of Instructional Personnel and Curriculum
 3. Two teachers selected by the applicant and approved by the principal and Director of Instructional Personnel and Curriculum
3. Teachers presently under the continuing maximum provisions of Schedule A must complete five years' service after receiving their last continuing maximum increment before being eligible to receive a longevity increment.

Schedule B

Extra-Duty Pay is as Follows:

10% *	Head Varsity Football Coach, Varsity Basketball Coach.
9%	Secondary Instrumental, Secondary Vocal
8%	Wrestling Coach, Head Reserve Football Coach, Reserve Basketball Coach, Varsity Baseball Coach, Varsity Track Coach, Swimming Coach.
7%	Head Freshman Football Coach, Head Tennis Coach, Assistant Varsity Football Coaches.
6%	Freshman Basketball Coach, Junior High Basketball Coaches, Senior High Audio-Visual, Assistant Reserve Football Coach.
5.5%	Special Education Teachers
5%	Cross Country Coach, Reserve Baseball Coach, Assistant Track Coach, Golf Coach, Head Girls Basketball Coach, Assistant Freshman Football Coach.
4%	Elementary Bus Duty, Forensics, Annual Advisor, Elementary and Junior High Audio-Visuals, Reserve Girls Basketball Coach, Senior High Cheerleading, Assistant Tennis Coach.
2.5%	Play Director (per play)
2%	Elementary Vocal, Building Responsibility for safety, G.A.A. Advisor, Junior High Cheerleading.
1%	Elementary Instrumental, Coordinator of Safety Patrol.
\$200	(flat rate) Secondary Department Head (department of more than one person), Elementary Grade Committee Chairman, Elementary Study Committee Chairman.

*Note: Percentages based on the teacher's current degree level, with experiences credit for experience in this extra-duty activity. (This may or may not coincide with the teacher's total teaching experience).

Seminar rate: \$6.00 per hour, effective with the ratification of the Agreement.

HOLT PUBLIC SCHOOLS
SCHOOL CALENDAR

1970 - 1971

September 1, <u>1970</u>	New Teacher Orientation.
September 2,3,4	Pre-School Conference - all teachers.
September 7	Labor Day
September 8	First day of classes (half-day) includes all kindergartners.
September 9	First full day of classes.
November 26,27	Thanksgiving recess, no classes.
November 30	Classes resume.
December 19	Winter recess begins - no classes.
January 4, <u>1971</u>	Classes resume.
January 28, 29	End of semester, half-day of classes for students.
February 1	Classes resume, second semester begins.
April 3	Spring recess begins - no classes.
April 12	Classes resume.
May 31	Memorial Day Observance - no classes.
June 9	Half day of classes for students.
June 10	Half day of classes for students, last day of school for students. Evening Commencement Exercises.
June 11	Last day of school for teachers.

Parent Teacher Conference days, In-service Education days, yet to be determined.

180 Instruction Days. Instruction hours estimated as follows:

Kindergarten	465	Junior High	1081
Elementary	942	Senior High	1126

1971-72 Calendar has comparable dates in same pattern.

DURATION OF AGREEMENT

This Agreement shall be effective as of the date of ratification by both parties and shall continue in effect until June 30, 1971. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. At ~~at~~ ~~time~~ mutually agreeable, but not later than April 1, the parties shall meet to begin negotiations on the terms and conditions of a successor agreement. Salaries shall be effective from beginning date of employment for the 1970-71 school year.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President Date

By _____
Its President Date

By _____
Its Secretary Date

By _____
Its Secretary Date

By _____
Chairman, Negotiation Committee