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Huron Valley School District

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1216 Kendale
E. Lansing, MI
48823

- 2. No
- 3. June, 1971 X
- 4. No
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MASTER CONTRACT

between

THE HURON VALLEY PUBLIC SCHOOLS

BOARD OF EDUCATION

and

THE HURON VALLEY EDUCATION ASSOCIATION

A G R E E M E N T

THIS AGREEMENT was made and entered into this 3rd day of September, 1968, by and between the HURON VALLEY PUBLIC SCHOOLS, Oakland County, Michigan, hereinafter referred to as the "Board," and the HURON VALLEY EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

P U R P O S E

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship. This common responsibility arises because the Board, as well as being an employer, is a unit of government subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan;" and the Association, as well as being the bargaining agent for certain employees, is a professional organization subject to the professional standards and code of ethics of the Michigan Education Association and the National Education Association. The Board, because of its dual role as an employer and as the governing body of the Huron Valley Schools, has obligations on the one hand to its employees to provide suitable wages, hours, and working conditions; and on the other hand, to the citizens of the Huron Valley School District, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The Association, because of its dual role as the bargaining agent for certain employees and as a professional organization, has the obligations on the one hand to represent the employees within the bargaining unit as to their wages, hours, and working conditions; and on the other hand, to the Board, teachers, students, parents, and the public in general to maintain high quality education.

Further, since the efficiency of the instructional program in any school system is directly proportional to the effectiveness of the classroom teacher in his relationship with his students, and since such an effective relationship is contingent upon high morale and sound human relations, it is the purpose of the Board to employ professionally competent, morally acceptable, and dedicated teacher personnel; and it is the purpose of the Association to contribute to the development of professional competence, ethical performance, and teacher dedication.

It is the further intent and purpose of the parties to promote and stabilize the relationship between the parties with reference to wages, hours, and working conditions,

through collective bargaining and through an amicable means of resolving any disputes which may arise during the term of this Agreement without interruption of the school program.

The Board retains all rights and powers to manage the affairs of the schools, and to direct the teachers, except as otherwise expressly provided in this Agreement.

ARTICLE I

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 K-12 teachers and counselors holding permanent, provisional or life certificates, or the equivalent thereto from another state, and full-year special certificates, except as set forth below, including Coaches, Librarians, Music Teachers, Visiting Teachers, Special Education Teachers, Speech Correction Teachers, Remedial Reading Teachers, Permanent Substitute Teachers and Bank Director; Excluding: Part-time Diagnostician and Temporary Teachers, all Supervisors, such as: Superintendent, Administrative Assistants, Athletic Director, Central Office Administrators, Principals, Assistant Principals.

As used in this Agreement, a full-year special Certificate shall mean teachers who have completed 120 semester hours, fifteen (15) of which must have been in education courses from an approved accredited educational institution. If a teacher holding a full-year Special Certificate has had a previous Special Certificate, an additional six (6) semester hours of credit may be granted.

A temporary teacher is a teacher not holding one of the certificates as set forth above or is an irregular or on-call substitute teacher.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed to prevent a Board official from meeting with any teacher, groups of teachers, or organizations other than the Association for the purpose of hearing and discussing their views; provided, however, that the Board will not engage in collective bargaining negotiations with any classroom teacher group other than the Association.

C. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he may have in 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.

D. Membership in the Association shall not be required for employment.

E. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming, members of the Association; and that neither the board and its agents, nor the Association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.

ARTICLE II

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the Association, 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; but it will not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason of his membership or lack of membership in the Association, his participation or lack of participation in any activities of the Association or collective bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as a civic organization in the District, as established by Board policy.

C. No teacher shall be prevented from wearing reasonable official insignia, pins or other identification of membership in the Association on school premises.

D. Teachers may sign and deliver to the Board an assignment authorizing the deduction of membership dues of the Association. The Board shall deduct the amount of such dues from such teachers' pay checks every other pay and shall remit such amount to the Association office. The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved. Further, the Association shall save and hold the Board harmless for any findings by a court of law, administrative agency or the State legislature which invalidates, impairs, or restricts the legality or operation of this provision.

The parties shall jointly agree upon the procedures for said deduction.

L. The Board agrees to make voluntary payroll deductions from the salaries of teachers, upon proper written authorizations to do so from the teachers concerned, for the following:

- (1) Credit union payments.
- (2) Established tax-deferred annuity plan premiums.
- (3) Other deductions approved by the Board.

The Board agrees to disburse these deductions for the purposes intended. Regulations for the payroll deductions in this section shall be established by the Board.

F. Upon thirty days written notice, the Board agrees to make available to the Association, in response to reasonable request, available information concerning the financial resources of the School, tentative budget requirements, and allocations.

G. The Board and the Association recognize that it may be expedient from time to time to appoint teachers to committees engaged in studies and plans concerning long-term District needs and problems. The Board and Association shall retain the right to appointment of their respective members to such committees on a voluntary basis. Such committee work will be scheduled so that it does not interfere with the classroom work and extra-curricular duties of the teachers involved.

ARTICLE III

TEACHER RESPONSIBILITIES

A. It is the responsibility of the Association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the school district. This includes:

- (1) Careful daily preparation.
- (2) Participation in building and district-wide curriculum study.
- (3) Participation in public-oriented activities of the school, such as:
 - a. Open houses;
 - b. P.T.A. meetings; may be excused by the principal for meritorious reasons only;
 - c. Each principal may request the attendance of teachers at meetings which are conducted after the normal school day. It is the administration's responsibility to make sure the meetings are meaningful and interesting before requesting staff attendance.

Teachers have the responsibility to exercise independent judgment and discretion in the execution of their classroom and extra-curricular activities, and they have the responsibility, as well as the right, to allow the Board to utilize the teachers' knowledge and experience in the formulation of educational policies.

B. When a teacher is unable to be in school on any given day, he shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time he is scheduled to report at school. The Board recognized that there may be times when exact conformity to this requirement will be difficult. When there is a just reason for failure to give timely notice, no disciplinary action will be taken, or when there is a failure of just reasons, the time lost by such unauthorized absence from duty may result in a proportionate salary deduction.

C. When a teacher is absent, except for a personal business day, he shall contact his principal or his designee the day before his intended return as early as possible, but in no event later than one hour prior to regular student dismissal. Without such

a call, it will be assumed that the teacher will not return. If through teacher negligence both the regular teacher and the substitute teacher report, and there is no other assignment available for the substitute, the substitute's salary may be deducted from the teacher's salary.

D. Time lost by an unauthorized absence from duty may result in disciplinary action.

L. In order to provide continuing health protection for students and other school personnel, and in accordance with the laws of the State of Michigan, it shall be the policy of the Board that:

(1) Upon initial employment and at the beginning of each school year each teacher shall provide by certification of his private physician evidence of:

a. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.

b. Freedom from active tuberculosis and other communicable diseases.

(2) Thereafter the Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board finds that such examination may be necessary.

(3) The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.

F. Disciplinary action, as set forth in this Agreement, shall be defined as any warning, reprimand, reduction of professional compensation or other professional advantage, time off without pay, or discharge.

G. Loyalty to the school district, including teachers, non-instructional personnel, administrators, and Board member, is necessary for the good and welfare of the students, schools, and community. Recognizing this fact, the Association and the Board agree to use their influence to encourage all teachers, non-instructional personnel, and administrators, to perform loyal and efficient work and service, to improve the district's

standards, and to cooperate with each other in promoting the welfare of the district and improving its services.

ARTICLE IV

TEACHER PROTECTION

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, unless with full knowledge of the teacher.

B. Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Board shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.

(1) Principals and Supervisors shall, in consultation with their staffs,

develop: (a) guidelines for the implementation of Board policy:

(b) procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office.

C. Whenever it appears that a particular pupil requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the Board and request appropriate action.

D. Any case of assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the Principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such assault, and to institute and proceed with a civil suit on behalf of the teacher, if the teacher desires to institute and proceed with a civil suit; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy in disciplining students or otherwise.

E. Any absences by the teacher because of an assault upon a teacher in the course of his employment, or because of his employment as a teacher, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to his full salary for any time off because of said assault or because of any law suit arising out of said assault (which can be net salary or the difference between full salary and workmen's compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative, that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy in connection with the disciplining of students or otherwise.

F. Evaluations of teacher by administrators and supervisors, shall be made carefully and with due deliberation. Administrators shall exercise careful judgment and discretion in deciding what matters (such as parent complaints) shall be brought to the attention of the teacher. In general, evaluations shall be made for the purpose of increasing the welfare of the students, and for the purpose of increasing the professional competence of the teacher (including the developemnt of greater self-confidence where appropriate). The parties do not anticipate the need for all evaluations to become part of the rationale for a disciplinary or dismissal procedure, this fact shall be called to the teachers attention in writing.

G. 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.

H. No polygraph or lie detector device shall be used in the investigation of any teacher.

I. In the case of an emergency situation which may cause one or more buildings to go on extended days, teaching hours and teaching conditions will be agreed upon jointly by the Board and the Association.

ARTICLE V

TEACHER EVALUATION

A. Each teacher shall have the right on written request to review his or her tenure evaluations, principal or other administrator evaluations, and transcript of college credits in the presence of a witness, except they shall not be removed from the office where they are kept. A representative of the Association may be requested to accompany the teacher in such review.

B. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in amended, (Act 4 P.A. of 1937), shall be subject to the grievance procedure hereinafter set forth.

C. Probationary teachers will be evaluated at least three (3) times during each year, and Tenure teachers will be evaluated at least once during each year, by their Principals. A written report shall be completed in triplicate and signed by the building principal and the teacher. One copy shall be sent to the Superintendent, one copy retained by the building principal, and one copy given to the teacher. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

D. Although teachers are assigned a role in evaluation through the District Tenure Program, the Board and the Association agree that decisions about such matters as termination or retention in tenure status are administrative responsibilities to be exercised by the Board. The Board and the Association will confer from time to time in efforts to implement and improve the effectiveness of teacher evaluation by other teachers under the District Tenure Program, and changes in the present District procedure will not be made without consultation with the District Teacher Tenure Committee.

ARTICLE VI
TEACHING HOURS

A. The parties recognize the principle of a normal forty hour work week, exclusive of lunch; but they also recognize that the principle of the forty hour week is difficult to administer equitable in the teaching profession because of:

- (1) Individual teacher variation in the time required for the performance of various types of duties.
- (2) Uncertainty concerning the time required to perform certain duties prior to their actual performance (as in the counseling of students).
- (3) Inevitable inequities in duty assignments because of inequalities in the distribution of the student population.
- (4) Certainty of various duties being performed at unusual hours and off of the school premises.

Except as limited by this agreement, the Board shall have the right to assign the duties normally associated with the teaching profession under the following full-time duty schedules:

- (1) Secondary teachers shall be on duty fifteen(15) minutes prior to the commencement of the school day, and shall not leave school prior to forty (40) minutes after the end of the last class period.
- (2) Elementary teachers shall be on duty thirty (30) minutes prior to the commencement of the school day, and shall not leave school prior to twenty (20) minutes after the school day ends.

On Fridays or days before holidays, however, teachers will be permitted to leave ten (10) minutes after the last class period or end of the school day.

Teachers are expected to devote such time to teaching, planning, and participation in public-oriented activities, as set forth in Article III, Section A above.

This provision, however, is not to be interpreted as a guaranteed maximum work week because of the required attendance of staff meetings, parent conferences, other

assignments (including clubs, extra-curricular activities and duties), or teacher-pupil instructions.

B. In the event a substitute cannot be obtained in the Secondary School, teachers may be asked to fill the vacant position during their planning period. Premium pay in the amount of Four (\$4.00) Dollars per period, shall be paid such teacher.

C. A teacher may be released from regular duties at least one day each semester to participate in area or regional meetings of the Michigan Education Association or its affiliated bodies and other professional workshops. However, such time off shall constitute leave of absence without pay.

D. After negotiations with the Association, the school calendar shall be adopted by the Board and made public on or before May 1 of each year.

The school calendar for 1968-69 is as follows:

September 2	Labor Day
September 3	Teachers Report
September 4	Classes begin - Half day (elementary) Full day (secondary)
October 24	MEA Region Institute
October 25	MEA Region Institute
November 28-29	Thanksgiving Vacation
December 23-January 1	Christmas Vacation at the close of school December 20. School resumes on January 2.
March 28-April 7	Spring Vacation at end of day March 28, resumes on April 7
May 30	Memorial Day Vacation
June 11	Classes end
June 13	Teachers on duty half day
*Teachers on duty 187½ days	

E. Periodic teachers' meetings may be held for the following reasons:

- (1) Effectively communicate administrative procedures.

(2) Discuss problems common to the building or the curriculum. It is not to be interpreted, however, that other types of meetings cannot be held. Any such meetings shall be of a reasonable duration in time.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

A. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number to meet the educational needs of students as dictated by the financial condition of the District, the building facilities available, and the best interest of the District as deemed administratively feasible.

B. Assignments shall be made at the discretion of the Administration and within the areas of teacher competence, teaching certificate, or their major or minor fields of study, except temporarily and for good cause. Teachers who would be affected by a change in subject assignment in the secondary schools will be notified and consulted by their principal as soon as practicable and, wherever possible, consultation with the Association shall precede such change.

The Board agrees that should it be necessary for any teacher to be assigned outside the limits of his teaching certificate, such teacher will be kept fully informed of his status with regard to certification.

Provided, however, that should any teacher with a secondary certificate be transferred to an elementary school, the Board will provide in-service education in child growth and development and the teaching of reading and modern math.

C. The normal weekly teaching load in the senior high school shall be 25 teaching periods and 5 unassigned preparation periods. A supervised study period shall be considered a teaching period. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. No departure from these teaching loads, except as set forth in Article VI or in case of emergency, shall be authorized without prior consultation with the Association.

D. Except on days of inclement weather when pupils are restricted to the building, the thirty minutes following the elementary lunch period shall be considered teacher planning time; where the principal of the building is unable after consultation with his staff to develop a schedule which consistently allows a 30-minute planning period then

the planning periods shall be scheduled so as to average 30 minutes per day. In addition, beginning with the 1968-69 school year, the elementary day and secondary day shall be shortened fifteen minutes.

All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than twenty-five (25) minutes. Should teachers be asked to supervise pupils during their lunch period, they shall be paid \$4.00 per hour provided, however, that on those days of inclement weather teachers may be asked to supervise pupils during the lunch hour without additional compensation.

E. When schools are closed to children due to natural causes, acts of God, teachers shall be required to report for duty. In instances where weather conditions do not permit a teacher to report for duty by 10:00 a.m. the teacher shall call the office of the assigned building and ask to be excused by the building principal. A fan-out system of telephoning should be used to notify teachers as early as possible when they are not required to report for duty due to acts of God or natural causes. This is not to exclude the use of radio station information, though this should not be considered an official notice.

When teachers are required to follow the regular schedule for such days, Principals shall be responsible for conducting an in-service program which shall be of direct benefit to the instructional program of the District.

ARTICLE VIII

TEACHING CONDITIONS

A. Teaching schedules shall be determined by the Board, taking into consideration the teachers area of competence and subject matter.

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

Subject to the financial resources of the District, the Board will work toward an expanded elementary specialists program.

C. The Board shall make available in each school a lounge and/or work study room for the teachers. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.

D. Adequate parking facilities shall be made available to teachers for their use where possible. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building where possible. The parking lot shall be regularly maintained.

E. 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. 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.

F. Since the Board, the Association, and the teachers recognize the continued necessity for safety and welfare of students on the playground and that recesses are an integral part of the educational program, elementary teachers shall continue to supervise the students during recess excluding lunch-recess. The assignment of the teachers for adequate recess coverage shall be on a rotating basis as established by the building administrator.

G. With reference to the collection of monies for milk, lunch, and other items, the board shall work toward limitation of teacher participation.

ARTICLE IX

TRANSFERS

A. Prior to March 1 of each year, teachers may request transfers from one school to another for the ensuing school year commencing the following September. All requests for transfer must be in writing and received by the Principal of the school at which the teacher is presently teaching no later than March 1. The following procedure shall be followed:

- (1) After timely notice, meet and discuss the matter with the immediate Principal.
- (2) Notify and discuss the matter with the Principal of the school to which he wishes to be transferred.
- (3) Request the Board to permit the transfer.

If all parties, the teacher, the Principal of the school at which the teacher is presently working, the Principal of the school to which the teacher wishes a transfer, and the Board, are in favor of such transfer, then the transfer shall take place. If all the parties as mentioned above are not in agreement, then the Superintendent of Schools' decision shall be final. Only one transfer in a two year period shall be permitted except by mutual agreement between the parties.

B. It is recognized by both parties that unrequested transfers may be necessary. The Board agrees that it will avoid unnecessary unrequested transfers. Provided, however, following consultation with the teacher and principals concerned, it shall be in the discretion of the Superintendent of Schools as to whether an unrequested transfer is necessary.

C. A list of vacancies shall be kept in each principal's office, and made available to any teacher upon request.

D. When a teacher, as a condition to his accepting employment, or as an inducement to his accepting employment, is promised a transfer at a future date to a different position than the one for which he was originally employed, this promise

shall be placed in writing.

E. Probationary teachers who are transferred may be required to serve a third year of tenure status as a condition of their transfer.

ARTICLE X
PROMOTIONS

A. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

B. Whenever any vacancy in any professional position in the District shall occur during the school year, which position shall be considered to be a promotion as defined in Section A above, the Board shall publicize the same by giving written notice of such vacancy, with qualifications and job description where possible, to the Association and providing for appropriate posting in every school building. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least two weeks.

C. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in Section A above. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final.

ARTICLE XI
LEAVES OF ABSENCE

A. Sick Leave: Each teacher shall be allowed ten (10) days sick leave without loss of pay. These ten (10) days shall be available from the beginning of the year. All sick leave accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by said teacher. Any sick leave not used by the end of the school year shall be added to the sick leave available for the following year. However, there shall be a maximum of eighty (80) days accumulation during the first year of this Agreement and ninety days accumulation commencing September, 1969 and one hundred (100) days accumulation commencing September, 1970. On any claim for sick leave, a doctor's statement in writing may be required.

B. Compassion Leave: A teacher may be permitted to use a maximum of five (5) days of his sick leave in the event of serious illness or death in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, brother, sister or grandparents. To use this time off without loss of pay, the teacher must certify in writing to the Board office the details of the request.

C. Personal Business Leave: Each teacher shall be allowed one (1) day per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Such business day shall be in addition to sick leave and it shall not be accumulated. The teacher shall not be required to give reasons for requesting this type of leave; the integrity, honesty, and responsibility of the teachers in general shall be considered in granting this type of leave. The teacher must notify the principal or supervisor as far in advance of such business day as possible.

D. Military Leave: Any teacher serving in the United States armed forces shall upon termination of such services be offered reemployment in his previous position, as set forth in the Michigan Public Act 45 of 1943, provided the teacher has received an honorable discharge, seeks reemployment within ninety days from date of discharge, and is still qualified and competent to perform teaching duties.

E. Upon application to the Board, a teacher may be granted maternity leave, medical leave, professional leave, government service leave, or other leave without pay. A leave may also be granted for the purpose of participating in exchange teacher programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, National Teachers or Job Corps as a full-time teaching participant in such programs. As per the law, all such leaves may be renewable. Before being granted a leave of absence, the teacher shall state his intention to return to the school system. Any teacher returning from a leave of absence shall be offered reinstatement in his previous or comparable position, provided the teacher notifies the Board before two-thirds of the leave has expired of his intention to return and is still qualified and competent to perform teaching duties. The Board may require a medical examination in such cases as a prerequisite to reinstatement. Any teacher on leave of absence who participated on a full-time teaching basis (K-12) shall be placed at the same position on the salary schedule as he would have been had he taught in the school system during such period.

A teacher may attend graduate credit courses which commence prior to the end of the school year, provided that the conflict is not greater than one week. The teacher has the responsibility to complete all work necessary to fulfill his responsibilities to his students. Arrangements with the principal and substitute are requisite to avail oneself of this provision.

F. Sabbatical Leave:

- a. Sabbatical leaves for the certified teaching personnel employed by the Board of Education may be granted for one full school year. However, in any

school year, the number of teachers granted the request shall not exceed one percent of the staff. To qualify for consideration for a leave, the teacher should have taught in the system at least seven full years and must hold a Master's Degree.

b. A Sabbatical leave may be granted for one of the following reasons:

1. For formal study at an accredited college or university toward a Doctorate.
2. For research work under the guidance of competent research personnel.
3. Advanced study for a specialty program.

c. The study or research plans for the year, together with the application for sabbatical leave must be submitted to the Superintendent for approval, no later than March 15.

d. After due consideration of all applications, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when his program comes up for consideration by the Board.

e. During the sabbatical leave, the teacher will receive one-half of the salary at the eighth step of the MA that he would have received for teaching. Such pay will be paid in ten (10) equal installments starting on September 30th and on the last day of each month thereafter until ten (10) payments have been made.

f. To protect the Board against loss by reason of death or disability of the teacher, a^W insurance policy in the amount of the one-half pay shall be purchased by the teacher.

g. To protect the Board against the teacher's failure to return to his teaching position, the teacher shall execute a non-interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:

1. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen days of service rendered.
2. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board received will be four (4) percent on the unpaid balance, effective January 1st of the year the sabbatical was actually used. The teacher shall, after notifying the Board that he will not return, have the option of paying the note in full with no interest prior to September 1st of the school year he would have assumed his normal teaching station.

h. Failure to return the second year would require that the teacher make the last ten (10) payments in the same manner as the second plan above with the same effective interest rate.

i. During the sabbatical leave the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

ARTICLE XII

HOSPITALIZATION INSURANCE

A. The Board shall pay up to a maximum of \$15.00 a month for the year 1968-69 and full family up to a maximum of \$25.00 a month for the year 1969-70 for hospitalization insurance for each teacher for the entire year beginning October, 1968. Such hospitalization shall consist of either Blue Cross--Blue Shield M-75 comprehensive coverage or MEA hospitalization insurance coverage.

B. Teachers may select the coverage of either Blue Cross--Blue Shield or MEA insurance (2 persons or family) for the 1968-69 school year in which case additional cost shall be deducted from the teacher's pay upon written authorization. However, the Board shall pay only \$15.00 a month toward that coverage.

C. When two teachers, husband and wife, are both employed by the Board, the amount of \$15.00 a month for the year 1968-69 could be combined and added up to the pay full family coverage, but in no case should it exceed actual cost of program.

ARTICLE XIII

SEVERANCE PAY

Qualified teachers will receive severance pay, based on the table below, upon retirement from the Huron Valley Schools. To qualify for severance pay, the teacher must have been employed for a minimum of fifteen (15) consecutive years, must be holding a full-time teaching assignment, must have reached the age of 60 within the school year prior to retirement and must be drawing benefits from the Michigan Public School Employees' Retirement Fund. Leaves of absence, except for military leave or protracted illness leave, will not count as credit towards the minimum fifteen (15) years of employment.

Retirement shall be defined as the discontinuance of regular teaching in any Michigan public school system, and upon receipt of retirement payment from the Michigan Public School Employees' Fund.

The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay.

YEARS OF SERVICE	PERCENTAGE OF SEVERANCE PAY
15.....	2
16.....	2 1/4
17.....	2 1/2
18.....	2 3/4
19.....	3
20.....	3 1/2
21.....	4
22.....	4 1/2
23.....	5
24.....	5 1/2
25.....	6
26.....	6 1/2
27.....	7
28.....	7 1/2
29.....	8
30.....	8 1/2

ARTICLE XIV
BOARD RIGHTS, RESPONSIBILITIES,
AND PROTECTION

A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the School District and to direct its employees, including teachers. The Association recognized these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including 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, including the teachers, during working hours.
- (2) To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
- (3) To establish levels and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary and 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 with respect to administrative and non-teaching activities.
- (6) Pertaining specifically to sub-sections (3) and (4) above, the Board recognizes that successful planning of the school program should involve active teacher participation.

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

B. The Board has the responsibility to evaluate the work of the teacher and to inform the teacher of its view of his work.

C. The Board will attempt to prevent children from involvement in Association/Board controversies.

D. Except as set forth herein, all rules, regulations, policies, procedures, and practices set forth by the Board shall remain in full force and effect, and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board shall publish and make available its Policy Handbook to the teachers as soon as practicable.

E. During the duration of this Agreement, the Association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppages of any kind, including mass "sickness," and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the Association shall endeavor to return the teachers to work as expediently and quickly as possible. However, any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE XV

GRIEVANCE PROCEDURE

A. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, P.A. of 1937), as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.

B. 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 or regulation, with the exception of matters covered by the Tenure Law, may file a written grievance as follows:

Step 1. The aggrieved teacher shall first discuss the matter with the Principal with the objective of resolving the matter informally.

Step 2. In the event the matter is not resolved informally, the grievance must be reduced to writing and presented to the Principal within three (3) working days after such meeting, or within five (5) working days after such meeting if the grievance is first presented to the Association grievance committee for review. Within one (1) week after receipt of the written grievance, the aggrieved teacher shall meet with the Principal or other designated representative of the Board. A representative of the Association may be present.

Step 3. If the grievance is still unresolved, it shall be transferred to the Superintendent, who shall within ten (10) working days meet with the aggrieved teacher (and a representative of the Association) in an attempt to resolve the matter.

Step 4. If the grievance is not resolved at the Superintendent's meeting the grievance shall be transmitted to the Secretary of the Board, with a statement of each party's position.

Step 5. The Board, acting as an impartial third party, shall hear said grievance at its next regular meeting, or at a special meeting, at the discretion of the Board. During any such hearing, the aggrieved teacher or teachers shall be permitted to have an Association representative present, and legal counsel, if they so desire and if advance notice is given. Both parties shall be permitted to present their case and position. Upon conclusion of the hearing, within twenty (20) days, the Board shall render its decision in writing.

C. It is understood that following the decision of the Board, the aggrieved reserves his right to utilize the procedure of the Michigan Labor Mediation Board as provided by statute. Provided, of course, that any decision rendered as a result of utilizing the procedures of the Michigan Labor Mediation Board shall be advisory and not binding upon the parties to the Agreement.

D. If a grievance is sustained, the aggrieved teacher shall be reimbursed for any financial loss.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievances in Step one of Section B first to be presented to a department head, assistant principal, or other school employee, for informal grievances handled under the grievance procedure herein established.

F. No grievance shall be processed unless it is presented within three (3) working days of its occurrence or knowledge of its occurrence.

G. The time limits set forth above in Steps 1-5 may be extended for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

H. A teacher engaged during the school day on behalf of the Association in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary, and without charge against any leave allowances.

I. If the Board and/or its representatives believes there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, it may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Representatives of the parties shall meet within five (5) school days after receipt of such grievance and toward the resolution of the issue.

ARTICLE XVI

SALARY SCHEDULE

A. The salary of all teachers covered by this Agreement, together with a pay schedule for compensable extra-curricular activities and duties, shall be listed in Appendix A which shall be attached hereto and made part of this Agreement.

B. The salary schedule and other economic benefits may be reopened for negotiation by mutual consent.

C. It is hereby agreed that Appendix A, the salary schedule and economic fringe benefits, may be reopened for negotiation at the end of the 1969-70 school year.

D. No teacher shall be reduced in level or salary because of the execution of this Agreement or the terms and conditions set forth therein.

E. Teachers will be reimbursed for tuition at the rate of \$15.00 per semester hour (\$10.00 per term hour) upon satisfactory completion of college credit courses beginning after September 1 of the first year a teacher is under employment with the Huron Valley Schools, and completed satisfactorily by a teacher while still under contract with the Huron Valley Schools. The following provisions shall be necessary to participate in the tuition reimbursement program for college credit courses:

- (1) Reimbursement will be made for college credit courses taken beyond a Bachelor's Degree to a limit of 20 semester hours prior to receipt of a Master's Degree.
- (2) Reimbursement will be made to a limit of 30 semester hours beyond a Master's Degree toward a Specialist Degree.
- (3) Reimbursement will be made to a limit of 60 semester hours beyond a Master's Degree toward a Doctor's Degree. Doctor's Degree candidates must provide the school district with an annual status report to be reimbursed beyond 30 semester hours credit.
- (4) All college credit courses leading to an advanced degree will be accepted.
- (5) Other courses may be accepted upon prior approval of the Superintendent of Schools.
- (6) Reimbursement will be made upon evidence of satisfactory completion of the course as shown by an official transcript from a fully accredited college or university.
- (7) All transcripts must be in the Superintendent's office not later than October 15, in order to receive salary credit for the first semester, or March 15 for the second semester.

The tuition policy does not apply to substitute teachers or teachers not fully certified.

F. A teacher hired for the second semester shall be placed at the beginning level, or at their appropriate experience level. Thereafter, such teacher shall receive increases in salary on a half-year basis. The salary for a half-year's experience shall be determined by dividing by two the sum of the two salaries listed for the two experience levels between which the half year would fall.

G. No teacher shall be given credit for experience beyond level five of the salary schedule unless he shall have qualified for a permanent teaching certificate. The provisions of this section shall apply specifically (but not exclusively) to teachers with ninety day permits and similar "emergency" certificates; and it shall also apply to teachers who fail to qualify within the allotted time for a permanent certificate, but it shall not apply to teachers who were employed by the district prior to July 1, 1965.

Satisfactory evidence of compliance of this provision must be furnished to the Board within the first week of school in September and by May 15 of each year. Exceptions to this provision may be made for good and sufficient reason as determined by the Superintendent and the Board.

H. The association also agrees that the provisions of the salary schedule shall not apply to teachers aides and similar paraprofessionals, provided that such individuals are working under the direct supervision of a certified professional, and with students who are under the direct supervision of a certified professional.

I. Newly-hired teachers, teachers who have a change in their certificate and/or permit, and teachers who have renewed their special certificate and/or permit, must file their valid certificate and/or permit and their official transcript of credits with the Personnel Office by September 15. Failure to file the certificate and/or permit, and/or official transcript shall result in withholding of pay until such filing has been completed.

ARTICLE XVII

MILEAGE

Teachers shall not ordinarily be expected to transport students to and from school activities in their personal cars, but if it is necessary for them to do so, they shall be reimbursed at the rate of ten cents per mile traveled. Mileage for: (1) travel between duty stations; (2) travel to and from approved conventions and conferences; and (3) other authorized travel on school business shall be reimbursed. The teacher must fill out the appropriate forms provided by the Board, thereafter as practicable, in order to be reimbursed.

ARTICLE XVIII
NEGOTIATION PROCEDURE

A. It is agreed that anything not specifically covered or set forth in this Agreement, but of common concern to the parties, may be subject to negotiation by either party serving written notice to the other party by March 1 of each year. The written notice must contain a listing of all matters sought to be negotiated.

B. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiations.

C. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations, 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.

E. In negotiating this Agreement, the Board and the Association considered the financial condition of the District; and in view of this financial condition, the Board and the Association made a number of modifications of their proposals. For this reason, and for other reasons as well, the Board and the Association agree to re-open negotiations at the request of either party by March 1, 1970 on the following matters:

- (a) Appendix A (salary schedule and other financial compensation items).
- (b) Article XII (Teacher Insurance Program).
- (c) Article XIII (Severance Pay).

ARTICLE XIX

SEPARABILITY

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 XX

CONCLUSION AND DURATION

A. During the negotiations of this Agreement, each party made certain proposals. This Agreement encompasses and incorporates all proposals which were agreed upon. It is the intention of the parties that this Agreement during its term shall cover the arrangements agreed upon between the parties concerning wages, hours, and conditions of employment that are to be in effect.

The terms of this contract shall apply for the school years 1968-69, 1969-70, and 1970-71; and it is the intention of the Board and the Association to consider the advisability of extending its provisions.

AGREEING TO THE FOREGOING, The parties hereto have executed this Agreement this _____ day of _____, 1968.

For the Association,

James Kelly, President

For the Board,

Superintendent of Schools

APPENDIX A

A. SALARY SCHEDULE - 1968-69 and 1969-70

B. EXTRA-CURRICULAR PAY SCHEDULE

TEACHERS' SALARY SCHEDULE (68-69)

YEAR SCHEDULE	A.B. A	A.B.+10 B	A.B.+20 C	M.A. D	M.A.+10 E	M.A.+20 F	ED.SPEC. G
1	9 6900 ²⁴	1 7176	7463	7762	8072	8395	8731
2	7 7176 ³³	7463	7762	8072 ¹	8395	8731	9080
3	1 7463 ³⁰	7762 ⁵	8072 ¹	8395 ²	8731	9080	9443
4	2 7762 ³⁰	8072 ³	8395 ¹	8731 ²	9080	9443	9821
5	8072 ⁶	3 8395 ¹⁰	8731 ⁴	9080 ¹	9443	9821	10,214
6	8395 ²	8731 ¹⁰	9080 ³	9443 ¹	9821	10,214	10,623
7	8731	9080 ⁵	9443 ³	9821 ¹	10,214	10,623 ¹	11,048
8	9080 ¹	9443 ⁶	9821 ²	10,214 ⁸	10,623 ¹	11,048	11,490 ¹
9	9443	9821 ⁴	10,214	10,623 ²	11,048	11,490 ¹	11,950 ¹
10	9821 ⁶	10,214 ¹⁸	10,623 ⁵	11,048 ¹⁸	11,490 ⁷	11,950 ³	12,428 ¹

YEAR	A.B.	M.A.	ED.SPEC.
1	6900	7762	8731
2	7176	8072	9080
3	7463	8395	9443
4	7762	8731	9821
5	8072	9080	10,214
6	8395	9443	10,623
7	8731	9821	11,048
8	9080	10,214	11,490
9	9443	10,623	11,950
10	9821	11,048	12,428

Eliminate all steps between the BA and MA and between MA and Specialist's and start a tuition reimbursement policy at the rate of fifteen (\$15.00) dollars per semester hour up to a maximum of \$200.00 in any one year or to exceed the actual tuition paid. Everyone presently on the salary schedule on the between steps would remain there and anyone reaching those steps prior to October 15, 1968 would be credited for that improvement. Following October 15, 1968, no new intermediate salary improvements would be granted between the Bachelor's Degree and Master's Degree and between the Master's and Specialist's Degree.

TEACHERS' SALARY SCHEDULE 1969-70

SCHEDULE	A.B. A	A.B.+10 B	A.B.+20 C	M.A. D	M.A.+10 E	M.A.+20 F	ED. SPEC. G
1	7300	7592	7896	8212	8540	8882	9237
2	7592	7896	8212	8540	8882	9237	9606
3	7896	8212	8540	8882	9237	9606	9990
4	8212	8540	8882	9237	9606	9990	10,390
5	8540	8882	9237	9606	9990	10,390	10,806
6	8882	9237	9606	9990	10,390	10,806	11,238
7	9237	9606	9990	10,390	10,806	11,238	11,688
8	9606	9990	10,390	10,806	11,238	11,688	12,156
9	9990	10,390	10,806	11,238	11,688	12,156	12,642
10	10,390	10,806	11,238	11,688	12,156	12,642	13,148
11				12,156	12,642	13,148	13,673

YEAR	A.B.	M.A.	ED. SPEC.
1	7300	8212	9237
2	7592	8540	9606
3	7896	8882	9990
4	8212	9237	10,390
5	8540	9606	10,806
6	8882	9990	11,238
7	9237	10,390	11,688
8	9606	10,806	12,156
9	9990	11,238	12,642
10	10,390	11,688	13,148
11		12,156	13,673

EXTRA-CURRICULAR PAY SCHEDULE

The following pay schedules for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned.

Extra-Curricular Pay Percentages:

The following percentages shall be based on the beginning salary at the B.A. level for the first year a teacher is involved in the stated activity, and the percentage shall be computed from successive steps on the B.A. scale for each year thereafter, up to a maximum of ten (10) years.

High School Athletics:

Varsity Head Football and Basketball Coaches	10%
Varsity Assistant Football and Basketball Coaches	5% 6
Second Varsity Assistant Football and Basketball Coaches	4% 6
Junior Varsity Head Football and Basketball Coaches	5% 5 6
Junior Varsity Assistant Football and Basketball Coaches	4% 7 5
Head Baseball and Track Coaches	6% 7
Head Wrestling Coach	4% 5 7
Assistant Baseball and Track Coaches	4% 5
Head Cross Country, Golf, and Tennis Coaches	4% 5
Girls Athletics Club plus Varsity Cheerleading	3%

Junior High Athletics:

Head Football and Ninth Grade Basketball Coaches	4% 5
Assistant Football Coaches	3%
Head Baseball and Track Coaches	3% 4
Seventh and Eighth Grade Basketball Coaches	4% 5
If one person has both duties, for that one	2% 2 1/2
If two persons share duties, for each one	
Head Golf Coach	1%

Other Programs and Duties:

	<u>1968-69</u>	<u>1969-70</u>
Adult Education	\$5.00/hr.	\$5.00/hr.
Summer School Teaching (for teaching credit courses)	5.00/hr.	5.00/hr.
Drivers Education	5.00/hr.	5.00/hr.
High School Department Heads	\$364.00	\$378.00
High School Band	312.00	324.00
High School Yearbook and Newspaper with one period released time per day	260.00	270.00
High School Senior Class Advisor (If there are more than one advisor, the pay will be divided equally)	312.00	324.00
High School Forensics	156.00	162.00

	<u>1968-69</u>	<u>1969-70</u>
High School Debate	\$156	\$162
High School Drama (including the production of plays)	260	270
High School Junior Varsity Cheerleading	130	135
High School Chorus	104	108
Boys' High School Intramurals Supervisor (Provided that a program of at least 30 days is offered)	260	270
Girls' Athletics Club plus Varsity Cheerleading	260	270
Junior High School Yearbook and Newspaper (If no released time)	104	108
Junior High School Cheerleading	130	135
Junior High School Band (for each Junior High)	156	162
Elementary Camp Duty (for one week, five 24 hour periods)	104	108
Elementary Safety Patrol Supervisor	37	39
Special Education	250	300
Junior High School Drama	52	54
Junior High School Intramural Supervisor (Provided that a program of at least 20 days is offered)	156	162

The inclusion of any extra duty in this schedule does not obligate the Board to assign that duty.