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Hanover-Horton Schools

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

PROFESSIONAL NEGOTIATIONS AGREEMENT

between

BOARD OF EDUCATION, HANOVER-HORTON SCHOOLS
Jackson County
Horton, Michigan

and

HANOVER-HORTON FACULTY CLUB
Hanover-Horton Schools
Jackson County
Horton, Michigan

July 1, 1967-June 30, 1969

Hanover-Horton Schools

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This Agreement entered into this 1st day of July, 1967, by and between the School District of Hanover-Horton, Michigan, hereinafter called the "Board," and the Hanover-Horton Faculty Club, hereinafter called the "Faculty."

W I T N E S S E T H:

WHEREAS, the Board and the Faculty believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, the Board and the Faculty are mutually committed to the human rights and dignities of all, as being necessary to good education, good management and good governments; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of good and equal educational opportunity for all pupils of the Hanover-Horton School District with no exclusion for any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Hanover-Horton School District to insure good order and discipline throughout the District and that classroom teachers are fully supported in all reasonable measures taken to maintain and effectuate good order and discipline in their classroom; and

WHEREAS, the success of the Hanover-Horton District educational program is dependent upon the knowledge, skill, and creative ability of teachers and upon the quality and morale of the teaching service; and

WHEREAS, to obtain this goal it is imperative that there be an understanding and cooperation between the teachers in the classroom and the Board which is responsible for the operation of the school system; and

WHEREAS, the members of the teaching profession may be qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the parties to this Agreement believe that the best interest of public education will be served by establishing procedures to bargain on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Faculty has been duly selected by a majority of teachers as exclusive representatives of the teachers for purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, according to the laws of the State of Michigan (Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965), the Board has a statutory obligation to bargain with the Faculty as the representative of its teaching personnel with respect to hours, salaries, terms, and conditions of employment; and

WHEREAS, the parties have reached understandings which they desire to confirm in this Agreement, and believe such action is in the best interest of the community, children, school system and teachers;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Faculty as the exclusive bargaining representative for all certified personnel under contract excluding: Superintendent, Principals, and Director of Guidance. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Faculty in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Faculty for the duration of this Agreement.
- C. Definitions:
1. The term "teacher" when used hereinafter shall refer to all members of the Hanover-Horton Faculty Club and their representatives in the bargaining or negotiating unit as above defined and it shall include any non-member who is a teacher employee of the Hanover-Horton School District.
 2. The term "Board" shall include its officers, trustees, and representatives.
 3. Wherever the term "school" is used it is to include any work location or functional division or group.
 4. Wherever the terms "Principal" or "Director of Guidance" or "Administrator" or "Administration" is used it is to include the administrator of any work location or functional division or group.
 5. Wherever the singular is used it is to include the plural.

ARTICLE II

Faculty and Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- C. The Faculty and its representatives shall be allowed to use equipment and buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. Arrangements shall be made beforehand with the Administration to insure no interference with regular school or scheduled school activities and to assure that meetings are held outside of regular school hours.
- D. The Board agrees to furnish to the Faculty in response to reasonable requests all available information concerning the financial resources of the district, including teachers' individual salaries and placement on salary schedule, at the close of the fiscal year; and any changes received by the Superintendent's office will be furnished within ten (10) working days prior to reopening the Agreement to formulate or amend it in entirety or in part.
- E. The Board shall furnish five (5) copies of the new, approved budget to the Hanover-Horton Faculty Club.
- F. The provisions of this Agreement and the salaries, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

ARTICLE III

Board Rights and Responsibilities

A. The Board, on its own behalf and on behalf of the electors of the district hereby reserves unto itself all powers, rights, authority, duties and responsibilities vested in it by the laws and the Constitution of the State of Michigan and 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, facilities, and educational program;
2. To establish grades and courses of instruction including special programs, and to provide for athletics;
3. To determine class schedules, hours of instruction, duties, and the responsibilities and assignments of teachers.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

C. The rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE IV

Deductions for Professional Dues

- A. Teachers shall sign and deliver to the office of the Superintendent not later than the date of issue of the first regular pay check in September any assignment authorizing deductions and/or assessments of the Faculty. A uniform list shall be prepared by the Faculty representative and verified by the Superintendent for this purpose for each school year.
- B. Under Michigan Law, dues for any employee may be deducted only upon written voluntary authorization of the individual employee.
- C. The deduction of membership dues and/or assessments shall be made from one regular pay check each month, for three(3) months, beginning with the last pay check in September and ending in November; and the Superintendent, or his agent, agrees to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.
- D. Payroll deductions including such items as insurances, credit union deposits, etc., and such mandatory items as state or federal taxes shall be made each pay check at regular intervals.

ARTICLE V

Teaching Hours and Class Load

A. 1. The teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning.

2. The teachers are encouraged to remain for a sufficient period of time after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and/or the Administration.

B. Each teacher shall be in his respective class room five (5) minutes before the first class convenes and remain there unless in case of emergency or unless called to the office of his respective principal whereby the Principal shall make necessary arrangements to free him from any liability that may result from his absence.

C. The normal daily teaching load in the junior and senior high school shall be one (1) less class hour per day than the scheduled total number of class hours. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. In qualifying for this class hour per day, it may be used for the purposes of preparation or student consultation.

D. All teachers shall be entitled to a duty-free lunch period equivalent to the regular scheduled student non-eating noon period, except in case of emergency.

E. Elementary teachers shall be provided a recess period free from duty for preparation.

F. Any departure from these norms, except for an occasional case of unforeseen abnormal emergency, shall not be made without prior consultation with the Faculty. In the event of any disagreement between the representative of the Board and the Faculty as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

G. If a teacher is assigned to teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at the rate of : $\frac{\text{annual salary}}{\text{number of hours taught per day}} = \text{salary for each hour of overload.}$

H. A teacher engaged during the school day in negotiating in behalf of the Faculty with any representative of the Board or participating in any professional grievance negotiation within the school system shall be released from regular duties without loss of salary.

I. The length of the teachers' school day in effect during the 1966-67 school year shall be considered the normal length of a school day for classes in session: 8:45 a.m. - 3:30 p.m. with the exception of Items A.1 and A.2 of this Article. If need for deviation from these hours, within the hour, due to bus transportation, a seven (7) clock-hour day shall remain a normal teacher work-day.

ARTICLE VI

Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Faculty and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima. If, due to lack of physical facilities this cannot be met exactly at this time, then the parties should, beginning with Grade I during 1967-68 school year hold each class to the maximum standard. Each year an effort should be made to progress the same plan with Grades 2 through Grades 6.

1. <u>Elementary</u>	Optimum	Maximum
Kindergarten	16	20
Grades 1, 2, 3	15	20
Grades 4, 5, 6	18	25
2. <u>Secondary</u>		
Vocational and Industrial Classes	(necessary room and facilities in the local building is a factor)	20
Academic Classes	18	25
Physical Education and Music		40

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Study Committee of three (3) Faculty members, two (2) Board members, the Superintendent, and one (1) Principal shall meet with five (5) days from date of written request for a meeting for the purpose of improving the selection and use of such educational tools and the Board shall take under advisement all joint decisions thereon made by such Study Committee. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet or locker space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard and bulletin board space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A copy of each text for every pupil in the grades one through six, and continue to provide necessary classroom texts for highschool students.
6. A dictionary in every classroom suitable for the respective age group.
7. Adequate seating facilities for each student enrolled in each class to be placed in the classroom wherein the class meets and left there to permit classes to begin on time without confusion within two (2) weeks from the beginning of the school year.
8. Adequate books and materials required in daily teaching responsibility. Such requests shall be presented in writing at the close of the previous school year.
9. In all future buildings, adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Keys shall be furnished to the teachers for the existing faculty lounges.
10. Teachers shall eat in a designated area in the cafeteria. No food shall be permitted in the teachers' lounge.
11. A soft drink vending machine shall be kept in the teachers' lounge and maintained by the installing company. The proceeds from the use of the machine shall be placed in a flower fund to be used for the school.
12. Telephone facilities shall be available to the teachers with two (2) extensions added to the two (2) lines now being used. These extensions shall be placed in two (2) areas: one (1) in a more easily accessible location to the south area of the building which is in or near the present room used by the teachers, and one (1) in an area more easily accessible to the teachers in the north area of the building.

ARTICLE VII

Teacher Qualifications and Assignments

- A. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Faculty shall be so notified in each instance.
- B. Teachers shall not be assigned, except by mutual agreement, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Faculty shall be so notified in each instance.
- C. All teachers shall be given written notice of their assignment for the forthcoming year no later than the first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified and consulted. Only by mutual agreement will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year provided the teacher has indicated in writing by May 1 that he intends to work in the school system.

ARTICLE VIII

Vacancies, Transfers, and Promotions

- A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of the school. Applications shall be considered should such vacancy occur whether during the time school is in session or during the vacation periods. This application shall be renewed annually. All vacancies shall be forwarded to the President of the Faculty Club within five (5) working days after a vacancy is made known by the teacher.
- B. In filling a vacancy within the school system, the Board agrees to give due weight to the professional background and attainments of all applications, the length of time each applicant has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Faculty of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

ARTICLE IX

Personal Illness, Disability, and Business Leave

- A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave to be used for absences caused by illness or physical disability of the teacher. The unused days shall be accumulated to one hundred (100) days at full pay.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without salary or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from leave, a teacher may be assigned to the same or similar position.
- C. Any teacher, who is absent because of an injury or disease compensable under the Michigan Workmens Compensation Law, shall receive from the Board the difference between the allowance under the Workmens Compensation Law and his regular salary for one (1) year with no subtraction of sick leave.
- D. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or any disease as the result of contagion at school shall suffer no diminution of compensation and shall not be charged with sick leave.
- E. A leave of absence with administrative approval shall be granted for a period of two (2) hours or less for a medical or dental appointment that must be arranged during school time without loss of any compensation or sick leave time not to exceed four (4) times a year.
- F. No teacher shall absent himself from school unless specifically notifying the Administration in sufficient time commensurate for the illness or injury to allow for proper replacement. The 'report for absence by 7:00 A.M. to the secretary or the Principal' policy shall be effective unless the teacher can prove positive need for a tardy report.
- G. Two (2) days a year may be used for personal business: One (1) day, non-accumulative, per year at full salary; and one (1) additional day to be deducted from sick leave allowance. Arrangements for leave must be made with the Administration prior to the time of leave.
1. Personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, or for the first and last days of the school year.
- H. Upon the recommendation of the Superintendent, the Board may, at Board expense, request a teacher to submit to a physical examination.

ARTICLE X

Leaves of Absence

- A. Critical Illness in Immediate Family. Up to **three** (3) days a year of the accumulated sick leave allowance may be used for critical illness in the immediate family. The immediate family shall include father, mother, spouse, and children.
- B. Death in the Immediate Family. Necessary absence in excess of three (3) days for each death in the immediate family (spouse, children, mother, father, brothers, and sisters of employee and spouse--or any other deemed necessary by permit of the Administration) for this reason, leave-of-absence with pay chargeable against the teacher's sick leave allowance shall be granted.
- C. Maternity. A request for a maternity leave-of-absence shall be made in writing to the Superintendent not later than the end of the fourth month of pregnancy and should be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Such a leave is to be effective not later than the end of the fifth month of pregnancy. If the end of the fifth month comes within one school month (4 weeks) of the end of a semester, the teacher may, at her option, complete the semester. Before returning, the teacher shall submit a statement from an employer-designated physician to the Superintendent that she is in fit physical condition to perform her duties. Should the course of nature be interrupted, or should the death of the child occur during the period of maternity leave, the above regulations may be relaxed at the discretion of the Superintendent. If the teacher works two-thirds (2/3) of the school year, a full year of experience credit on the salary schedule shall be granted. Any unforeseen possible deviation from this Part C of the Agreement can be made only upon mutual consent between the teacher and the Superintendent acting as agent for the Board.
- D. 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.
- E. Public Office. A teacher shall be granted a one-year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself or serve in a public office. Further extensions shall be granted at the will of the Board.
- F. Jury Duty. A leave of absence may be granted a teacher called for jury service. The Board shall pay the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work.

G. Court Appearance. A leave of absence with pay may be granted for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

H. Attendance at Conferences. Teachers may be granted a leave of absence with pay for administration approved visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

I. Sabbatical Leave. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for personal advancement providing:

1. No more than one of the teachers in the District shall be absent on Sabbatical leave at any one time.
2. Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.
3. The teacher has completed at least six (6) consecutive full school years of service in the District.
4. The teacher shall agree to remain in the employ of the District for a period of not less than two years following his return from Sabbatical leave.
5. The employee on Sabbatical leave will be required to file periodic reports at six (6) month intervals with the Superintendent.
6. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
7. Upon return the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

ARTICLE XI

Teacher Evaluation and Discipline

- A. Probationary teachers shall be evaluated at least three (3) times during each year, and Tenure teachers will be evaluated at least once during each two (2) years by their principals. A written report shall be completed and signed by the Principal and the Teacher within ten (10) days after each evaluation. A copy of the report shall be 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.
- B. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly 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.
- C. All evaluation shall be based upon valid standards for evaluating professional growth in conjunction with student progress.
- D. Each teacher shall have the right upon request to review in the presence of the administration, his own personnel file concerning evaluation or critique in this school. Personnel files are not to be removed from the office. A representative of the Faculty may, at the teacher's request, accompany the teacher in this review.

ARTICLE XII

Reductions in Personnel and
Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Faculty and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the District. The Faculty and the Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XIII

Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense and pay full costs only if teacher is acquitted.
- C. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported within five (5) working days in writing to the Board or Administration and to the teacher concerned. The complaint shall be answered in writing and a copy shall be sent to the parent and the teacher concerned. If any question of breach of professional ethics is involved, the Faculty shall be notified. (Code of Ethics--Schedule D)
- D. Any complaint by a parent or school patron must be presented in writing by mail to the office of the Superintendent.

ARTICLE XIV

Professional Compensation

A. The salary schedule for 1967-1968 negotiated by the parties is set forth in Schedule A. The extra services remuneration schedule is set forth in Schedule B.

B. The School Calendar upon which this salary schedule for 1967-1968 is based is set forth in Schedule C.

C. All teachers newly employed shall be allowed five (5) years of experience outside the Hanover-Horton School District. Upon being placed on Tenure in the district, the Board shall consider granting additional credit for employment previous to teaching in the district. This shall be done at the time of negotiations for the ensuing year. Credit shall be given for one period of enlistment or draft into any of the Armed Forces of the United States if that teacher left teaching to serve his military obligation. Corresponding increments shall be allowed. Work experience for a vocational certificate shall be of no more value than Two Hundred Dollars (\$200) or the first two (2) steps on the salary schedule, whichever is larger.

D. Additional salaries and special services remunerations shall be paid at the conclusion of the season, i.e. football at the end of football season, while a year-around activity, i.e. Future Homemakers, shall be paid at the end of the school year. Any incompleting services shall be prorated as approved by the Board before payment.

E. Salaries other than special services or additional salaries shall be paid each two (2) weeks over a 10-month period in twenty (20) equal payments or over a one-year period in twenty-six (26) payments optional with the teacher in September when the Superintendent presents a form on which the teacher states his desire. The selection of payment plan shall remain in effect for the entire year.

F. Any teacher terminating his services at the end of the school year is permitted to receive full payment of all salaries due with the final check rendered in June; provided, however, that the teacher terminating his services notifies the Superintendent in writing not later than thirty (30) days prior to the last day of school of such termination.

G. Providing no regular increment or any additional amount is added to a teacher's salary after step eleven (11) on the salary schedule for BA/BS Degrees and step twelve (12) for MA/MS Degrees, effective September 1968, any teacher who has served in the school district for fifteen years will receive a longevity payment of four per cent (4%) and three per cent (3%) respectively of current salary. Thereafter, for each additional five years of service he shall receive an additional longevity payment of five per cent (5%) of current salary. If for any reason during those years of service a change is made in the salary schedule whereby such deserving teachers are not recognized, the Faculty and the Board shall make special provision that they may be included fairly in sharing the money available. For example: After step eleven (11) and beginning with the sixteenth (16) year, four per cent (4%) of the current salary (i.e. Bachelor Degree \$8750 x 4% = \$350. \$8750 + \$350 = \$9100 for years 16, 17, 18, 19, and 20.) (i.e. for Bachelor Degree for years 21, 22, 23, 24, 25 \$9100 x 5% = \$450. \$9100 + \$450 = \$9550).

ARTICLE XV

School Calendar

- A. The computation of a teacher's daily wage shall be based on a school year of one hundred eighty-nine days (189) divided into the annual salary of the teacher.
- B. Days employed are indicated on Schedule C.

ARTICLE XVI

Professional Grievance Procedure

A. The Board through its designated representatives, the Superintendent and the Principals (for each school or schools), shall be available to the representatives of the Faculty upon proper notice to each other to discuss and interpret the meaning of this Agreement.

B. A claim by a teacher or the Faculty that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

C. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule E, signed by the grievant and a representative of the Faculty, which form shall be available from the Faculty representative of each building.

D. A teacher with a problem may first discuss the matter with the Principal of the school in which the problem arises, with the objective of resolving the matter informally. However, no aid can be expected from the Faculty unless notified so that a representative can be present.

E. If the problem is not solved informally, the problem stated in writing, shall be presented to the Principal and to the Faculty. The Principal shall meet with the agrieved teacher and a representative of the Faculty within forty-eight (48) hours from presentation. After discussion, the Principal shall state his decision in writing and give his answer at the same time together with supporting reasons and shall furnish one copy for the Principal's file, one copy for the teacher, one copy for the Faculty, and one copy for the Superintendent signed by the grieved and Faculty representative.

F. If the Faculty is not satisfied with the disposition of the grievance, or if no disposition has been made within six (6) school days from date of filing the Superintendent shall be approached, and already having a copy of the preceding disposition, he shall meet with the teacher, the Faculty representative and within five (5) days from presentation shall present his disposition in writing to the teacher and to the Faculty.

G. In the event that the Superintendent and/or Principals and Faculty representatives are unable to resolve their differences or any policy matters or procedures each shall present separate written or oral reports containing points of agreements and disagreements. A representative of the Board, appointed by the Board, shall hear and review the differences, agreements or disagreements for purpose of reaching an understanding and agreement. Failure to resolve the matter at this meeting, the agreements and disagreements shall be presented in writing to the Board of Education for disposition within seven (7) days from presentation.

H. If at the conclusion of papragraph G of this Agreement the parties are unable to satisfactorily dispose of the grievance, either party, with proper notification to the other party may submit within ten (10) days the problem to

mediation as provided by law under the State of Michigan Public Employment Relations Act 379 of the Michigan Public Acts of 1965, and if necessary as a result of disagreement resulting from this decision in Mediation within ten (10) days present this grievance problem to Fact Finding. There shall be no unnecessary delays in the processing and disposition of problems of this magnitude, and the decision of the fact finding representative or board shall be binding upon the parties.

I. Any fees or expenses for grievance procedures under paragraph H shall be shared individually and separately by the Board and the Faculty for their individual representatives expenses and fees.

J. This orderly procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of any procedure or remedies afforded to any teacher by law.

K. All grievances that (a) are not presented within ten (10) school days of violation and that (b) are not pursued by grievant or faculty according to specified time under paragraphs E, F, G, H shall therefore then become null and void for further processing and shall not therefore be considered as a grievance under Article XVI, all paragraphs.

ARTICLE XVII

Professional Study Committee

A. A Professional Study Committee shall be organized to continue a channel of communication between the Board and the Faculty.

1. It shall consist of three (3) representatives from the Faculty, one (1) Principal, one (1) Superintendent, and two (2) Board representatives.
2. Meetings shall be held within five (5) days after written notice has been presented to the chairman by any one member.
3. Organization shall take place within fifteen (15) working days after September 1, 1967

ARTICLE XVIII

Negotiation Procedures

A. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Faculty, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.

ARTICLE XIX

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Any teacher considered for employment by the Board must return the copy of the Agreement, if not permanently employed, to the Board.

ARTICLE XX

Duration of the Agreement

A. This Agreement shall become effective as of July 1, 1967, and shall continue in effect until June 30, 1969, with the exception that an annual reopening may take place regarding the Salary Schedule (Schedule A) and the Additional Services Compensation Schedule (Schedule B) for extra duties.

B. Changes required in this Agreement for the school year of 1969-1970 shall be made no sooner than nine (9) months, (December 31, 1968) or no later than three (3) months (May 31, 1969) prior to the beginning of the school session year of September, 1969-1970. Notification must be in writing requesting such a meeting, and upon receipt of this notification by either party a meeting shall be held within fifteen (15) calendar days of the mailing date on the posted envelope. Notification to the Faculty must be sent to the President of the Faculty Club of Hanover-Horton Schools, and a notice to the Board may be sent to the Superintendent as the administrative employee of the Board or to the President of the Board. The Board shall arrange a date and hour of meeting convenient for Board and Faculty committee members. Additional meetings as necessary shall likewise be made for mutual convenience.

HANOVER-HORTON FACULTY CLUB

William A. Shushok
President

Hilda Pickell
Secretary

Phyllis Howe
Chairman, Negotiating Committee

Judy Lons
Negotiating Committeeman

Nancy H. Anderson
Negotiating Committeeman

Mel Gilbert
Negotiating Committeeman

President of Faculty Club, ex officio
Negotiating Committeeman

HANOVER-HORTON BOARD OF EDUCATION

William J. Berger
President

Alvan M. Allen
Vice-president

Patricia Plunk
Secretary

David E. Rainey
Treasurer

Harold E. Carter
Trustee

Karl W. Wier
Trustee

Fredrick Savage
Trustee

Dated this 13th day of July, 1967, at Horton, Michigan

HANOVER-HORTON SCHOOLS

1967-68 SALARY SCHEDULE

SCHEDULE A

<u>STEP</u>	<u>NON-DEGREE</u>	<u>BA/BS</u>	<u>10 Sem. Hr.</u>	<u>20 Sem. Hr.</u>	<u>30 Sem. Hr.</u>	<u>MA/MS</u>
1	\$5100	\$6050	\$6085	\$6120	\$6190	\$6395
2	5200	6300	6335	6370	6440	6650
3	5300	6550	6585	6625	6700	6920
4	5400	6800	6840	6880	6960	7195
5	5500	7050	7095	7135	7220	7480
6		7300	7350	7395	7490	7775
7		7590	7640	7690	7785	8080
8		7895	7945	7995	8095	8395
9		8210	8260	8310	8410	8710
10		8560	8610	8660	8760	9060
11		8750	8805	8860	8975	9310
12						9560

HANOVER-HORTON SCHOOLS

ADDITIONAL SERVICES
COMPENSATION

SCHEDULE B

The percents are based on individual salary in accordance with the number of years of coaching or activity experience.

- I. BASKET BALL AND FOOTBALL: 9% Varsity
7% Jr. Varsity
6% Assistants inc. Freshman and Jr. High
- II. MINOR SPORTS: 6% Golf
6% Track
6% Cross Country
- III. BASEBALL: 6%
- IV. MISCELLANEOUS: 9% Band
7% Class Plays ($3\frac{1}{2}\%$ each)
6% School Paper
6% Year Book
3% F.H.A.
6% Cheerleaders and Girls Athletic Assoc.
5% Senior Class Advisor
5% Junior Class Advisor
3% Sophomore Class Advisor
3% Freshman Class Advisor
- Driver Training: \$25 per student
Visual Aids: consider as class hours on scheduled school time
Athletic duties--i.e. taking tickets, etc. \$3 per night

HANOVER-HORTON SCHOOLS
1967-1968 SCHOOL CALENDAR

SCHEDULE C

Student Membership
Days: 187

Student Attendance
Days: 180 (New Law)

Teacher Contract
Days: 189

August 31-Sept. 1

Pre-School Conference

September 4

Labor Day

September 5

Half Day with Students

September 6

Full Day School - Hot Lunch

October 19-20

Regional MEA Conference

November 22-24

Noon Dismissal - Thanksgiving Recess

November 27

School Reconvenes

December 21

Noon Dismissal - Christmas Vacation

January 2

School Reconvenes

January 18-19

Semester Exams - Half Day Session

January 22

Second Semester Begins

April 8-12

Spring Vacation

April 15

School Reconvenes

May 30-31

Memorial Day Recess

June 5-6

Final Exams - Close of School

CODE OF ETHICS
OF THE
EDUCATION PROFESSION

* * *

The Code of Ethics of the Education Profession was adopted at the 1963 Representative Assembly of the National Education Association.

Article XIII of the constitution of the Michigan Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

* * *

PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

COMMITMENT TO THE STUDENT

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student we---

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

COMMITMENT TO THE COMMUNITY

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we---

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III

COMMITMENT TO THE PROFESSION

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we ---

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV

COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we ---

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional position.

PROFESSIONAL GRIEVANCE REPORT

Subject to provisions of the professional negotiations agreement between the Board and the Faculty, I hereby authorize the representative of representatives of the Faculty recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure or to adjust or settle the same.

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

VIOLATION DESCRIPTION:

Article _____ Section: _____

REMEDY REQUESTED:

Approved by Faculty Representative:

Signature of Grievant

Date: _____

=====

PRINCIPAL'S DECISION OF STATED VIOLATION:

Signature of Principal

Date

FACULTY REPRESENTATIVE DECISION:

Signature of Faculty Rep.

Date

SUPERINTENDENT'S DECISION OF STATED VIOLATION:

Signature of Superintendent Date

FACULTY REPRESENTATIVE DECISION:

Signature of Faculty Rep. Date

=====

BOARD OF EDUCATION REPRESENTATIVE'S DECISION OF VIOLATION:

Signature of Board'Rep. Date

FACULTY REPRESENTATIVE DECISION:

Signature of Faculty Rep. Date

=====

BOARD OF EDUCATION HEARING OF THE VIOLATION:

Signature of Board President Date

FACULTY REPRESENTATIVE DECISION:

Signature of Faculty Rep. Date

VIOLATIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of the Code of Ethics of the Education Profession. Such procedures are set forth in the Rules of the MEA Board of Reference. According to these Rules, when a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be presented in writing, through the District President, to the District Ethics Committee.
2. The complaint must include a description of the incidents alleged to be violations of the Code and the dates of these incidents.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics alleged to have been violated and the violation must be logically tied to the sections noted.

Before a complaint is brought against a member of the professional association, every effort should be made to resolve the conflict. Hearings pertaining to violations of the Code of Ethics will take place, under the Rules of the Board of Reference, after such counseling attempts have failed to resolve the problem.