Hanover- Horton

	HANOVER
	A G R E E M E N T B E T W E E N
	HANOVER - HORTON EDUCATION ASSOCIATION
	and
	HANOVER - HORTON SCHOOLS
	1971 - 1972
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This Agreement entered into this 1st day of September, 1971 by and between the School District of Hanover-Horton, Michigan, hereinafter called the "Board," and the Hanover-Horton Education Association, hereinafter called the "Association"

WITNESSETH:

- 1. Whereas, the Board and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and
- 2 Whereas, the parties to this Agreement have a common goal of providing the best possible education for all children; and
- 3. Whereas, the Board and the Association are mutually committed to the human rights and dignities of all, as being necessary to good education, good management and good governments; and
- 4. 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
- 5. 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
- 6. 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 morals of the teaching service; and
- 7 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
- 8. Whereas, the members of the teaching profession are particularly qualified to assist in formulating and recommending policies and programs to the Board, designed to improve educational standards; and
- 9 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 now be resolved; and
- 10. Whereas, the Association 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
- ll 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 Association as the representative of its teaching personnel with respect to hours, salaries, terms, and conditions of employment; and
- 12. 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:

Page I

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified personnel under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the board, excluding: Superintendent and Principals. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers and the Director of Guidance.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Definitions:

- 1. The term "teacher" when used hereinafter shall refer to all members of the Hanover-Horton Teachers' Association 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 "Administrator" or "Administration" is used it is to include the administrator of any work location or functional division or group.
- 5. Whenever the term "supervisor" is used it is to include anyone having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, or reward; to discipline employees or responsibly direct them, or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing where exercise of such authority is not merely routine or clerical in nature but requires the use of individual judgement.
- 6. Wherever the singular is used it is to include the plural

ARTICLE II

Association 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, The Michigan Public Employment Relations Act or other applicable laws and regulations.
- B. Teachers have the obligation to take on membership in the United Profession subject to provisions established under the Financial responsibility ruling spelled out in Article IV, paragraph A. This paragraph shall have the option of being negotiated yearly at the Association's request.
- C. The Association and its representatives shall be allowed to use equipment and buildings at all reasonable hours for meetings, provided that when special service is required, the Board may make a reasonable charge therefore. Arrangements shall be made at least two (2) days in advance of any meeting with the building Principal
- D. From time to time the Board agrees to furnish the Association in response to reasonable requests, all available information concerning financial resources of the district, including but not limited to teacher's salaries and placement on salary schedule, annual financial reports and audits. register of certified personnel, administrative salaries and expenses, (tentative budgetary requirements and allocations including county allocation board budgets), agendas and minutes of all board meetings, treasurers reports, census and membership data, and such other information as will assist the faculty in developing intelligent, accurate, informed and constructive programs on behalf of the teacher, together with public information which may be necessary for the faculty to process any grievance or complaint; and any changes, clarified above, received by the Superintendent's office will be furnished to the Association within five (5) days of said change Any request for information identified in this paragraph (D) made by an officially designated representative of the Association shall be made in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative with in five (5) working days from the date said request is received by the Superintendent. Working days in this instance shall be Monday through Friday inclusively.
- E. The Board shall furnish five (5) copies of the new approved budget to the Hanover-Horton Education Association.

 The Board agrees to provide the Association with five (5) copies of the officially adopted budget acted on and accepted at the annual budget hearing.
- 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.

- G. The administration should not expect evaluative forms to be completed unless such forms have been received by the teachers at least five (5) working days prior to expected date of completion, except in emergencies beyond the control of the Administration.
- H. Duly authorized representatives, elected and appointed positions of the Association and their respective affiliates, shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction.
- I The Association shall be notified of all special Board meeting called by the Board to conduct business. The time, date, and place of special meetings shall be given to the Association by phone and/or written communication at approximately the same time and date that the Board members are notified.
- J. The Association shall be recognized as a part of the agenda of all regular meetings of the Board.
- K. The Association shall be notified by phone or written communication of the meetings of committee's of the Board as to time, date, and place at the discretion of the committee chairman, if invited. The Association shall have an apportunity to make reports and/or recommendations at such meetings.
- L. All agenda and printed materials under discussion by the Board shall be made available to the Association.
- M. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private life of a teacher is his own affair unless his conduct should adversely affect his relationship with students or the discharge of his teaching and other school related duties.
- N. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

ARTICLE III

Rights of the Board

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights/or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1 Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board and School district.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and right to establish, modify or change any work or business or school hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 5. Adopt reasonable rules and regulations.
 - 6 Determine the professional and physical qualifications of said employees.
 - 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies
 - 9. Determine the financial policies, including all accounting procedures.

- 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- 11. Determine the policy affecting the selection, testing or training of employees providing that such selection, shall be based upon lawful criteria, as mutually determined by both parties.
- 12. Determine all matters pertaining to public relations.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.
- C. 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 Public Act 379 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV

Membership Fees and Payroll Deductions

- A. All teachers as a condition of continued employment shall either
 - 1. Sign and deliver to the office of the Superintendent not later than one week prior to the date of issue of the first regular pay check in September an assignment authorizing deduction of membership dues of the Association (including the Michigan and National Education Associations), or
 - 2. Cause to be paid to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of the Agreement, not later than the date of issue of the first regular pay check in September. In the event the representation fee shall not be paid, the Board upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of current semester. The refusal of said teacher to contribute to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
- B. The Board shall also make payroll deductions upon written authorization from teachers for any other plans or programs jointly approved by the Association and the Board. A uniform list shall be prepared by the Association representative and verified by the Superintendent for this purpose for each school year.
- C. Under the Michigan Law, dues for any employee may be deducted only upon written voluntary authorization of the individual employee. These written dues deduction authorizations shall be collected by a designated person within the Association and shall be presented to the Superintendent's office at least one week prior to the date of issue of the first regular payroll in September.
- D. The deduction of membership dues and/or assessments shall be made from each regular pay check, beginning with the first pay check in September and ending with the 20th pay check and the Superintendent or his agent, agrees to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
 - If it is impossible to set up a 20 pay deduction program for membership dues and/or assessments, the Board has the option to set up an alternate plan that will deduct an equal amount each month for 10 months.
- E. Payroll deductions including such items as insurances, credit union deposits, etc., shall be made each pay check at regular intervals.

ARTICLE V

Teaching Hours and Class Load

- A. 1. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils regular school day in the morning.
 - 2. With the exclusion of Friday or a day preceding a holiday the teachers shall remain in their respective buildings for fifteen (15) minutes 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 teachers 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. Teachers in grades 7-12 shall be granted two hundred and seventyfive (275) minutes per week for preparation or consultation, provided each period be not less than thirty (30) minutes or greater than ninety (90) minutes. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.
- 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. Grades 7-12 will have a noon duty schedule limited to three (3) people per period.
- E. The Elementary teachers shall be provided two (2) recess periods daily free from duty to be used as relief time, with the exception of inclement weather. In the event teacher aides are not hired the teachers will be assigned recess duty on an equitable revolving basis determined by the Principal and a Teacher from each respective building. The Board will provide the Elementary teachers with preparation time on an equitable basis by the use of Art, Music, and Physical Education Teachers, as funds are made available by the Board.
- F. Any departure from these norms shall not be made without prior consent of the Association. In the event of any disagreement between the representative of the Board and the Association 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:

Annual Salary on number of normal hours taught per day = salary for each hour of over load.

ARTICLE V - con't.

- H. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation within the school system shall be released from regular duties without the loss of salary
- I The length of the teachers' school day in effect during the 1971-73 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, I and A, 2 of this Article

ARTICLE VI

Teaching Conditions

The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association 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 to meet the following optimum standards:

1.	Elementary	Optimum	Maximum
	Kindergarten	16	25
	Grades 1,2,3	15	25
	Grades 4,5,6	18	25
2.	Secondary		
	Vocational and	(necessary room an	nd facilities
	Industrial Classes	in the local buil	ding is a factor)
	Academic Classes	18	25
	Physical Education		40

The Board will make every effort to provide adequate facilities and staff to meet these maxima.

- 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) Association members and one (1) Principal shall meet within five (5) days from date of written request for the purpose of improving the selection and use of such educational tools. This committee will make its written recommendation to the Superintendent. The Board agrees at all time to keep the schools reasonably equipped and maintained.
- C. The Board shall provide:
 - A separate desk with lockable drawer space and access to a lockable file cabinet for each teacher in the district.
 - 2. Suitable lockable closet or locker space with key 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
 - An appropriate text for every pupil in the grades one through six, and continue to provide necessary classroom texts for high school students
 - 6. A dictionary suitable for the respective age group in every class-

ARTICLE VI - con't.

- 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.
- 9. In all 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. A designated area in the cafeteria wherein the teachers shall eat.
- A soft drink vending machine shall be kept in the teacher's lounge and maintained by the installing company. The proceeds from the use of the machine shall be placed in the treasury of the Teacher's Association.
- In all buildings, adequate telephone facilities including extensions from the main lines. One (1) extension in each building shall be located in the teacher's lounge.
- 13, A mail box for each teacher.
- 14. Adequate shelving for all book storage in the elementary buildings
- 15. All classrooms shall be separated by soundproof partitions to prevent normal classroom sounds from causing distraction in adjacent rooms.
- 16. In each school adequate typing, duplicating facilities to aid teachers in the preparation of instructional material.

ARTICLE VII

Department Chairmen

- A. The need for curriculum revision today is greater than it has ever been before as a result of the rapid technological changes in our society and of the tremendous explosion of knowledge in practically every phase of education. These factors alone create a need for continuing research to determine the modifications necessary in programs of study.
- B. The teachers in any department in the elementary school, junior high school and senior high school shall each year select from among tenure members a department chairman. The department chairmen shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Such chairmen shall not be considered a supervisory employee. The selection of department chairmen shall be subject to administrative approval.
- C. The departments will be made up on the basis of related subject matter areas in high school and grade levels in the elementary school with a minimum of four teachers in each department.
 - 1. English
 - 2. Mathematics and Science
 - 3. Social Studies
 - 4. Vocational
 - 5 K-2 Chairman
 - 6. 3-4 Chairman
 - 7 5-6 Chairman
- D. While there are variations in the duties at different levels as well as from department to department on the same level, the following statements are intended to include responsibilities of all department chairman as the job exists today:
 - 1 Taking the initiative in doing the necessary research to determine the needs for modification and up-dating the total program for all areas of the department.
 - 2. Keeping informed on and evaluating the major trends in our instructional areas.
 - Working with individual teachers or committees of teachers on the problems of curriculum
 - Taking the responsibility for an increasing number of departmental meetings.
 - a. Developing a plan for departmental meetings representative of the cooperative thinking of the department.
 - b Conducting regularly scheduled departmental meetings.
 - c. Holding additional or supplementary meetings as may be necessary.

ARTICLE VII - con't.

- 5. Working with staff members on recommendations for the development of professional library references for their departmental needs. These professional texts will be the school's property and available to any teacher on a checkout basis. They shall be maintained in and serviced as a part of the existing faculty resource center in the high school and in the existing library facilities in the elementary school.
- 6. Recommendations and requisitions for the purchase of any supplies or equipment shall be made by the department chairmen to the administration.

ARTICLE VIII

Teacher Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.
- B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. No person whose certification is based on the Michigan full year permit shall be employed in a reular full—time position for more than two consecutive years. The individual contract shall provide for immediate termination in the event a person with a valid provisional or permanent certificate can be employed, providing said person has satisfactory professional recommendations, to the Superintendent.
- C. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause and by mutual agreement.
- D. 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 proceding the commencement of the school year.
- E. Any teacher cognizant of the fact that he will definitely not be an employee of this school system at the start of the coming school year, or at any time during a school year, will so notify the Superintendent of schools in writing immediately upon his awareness of this fact.
- F. Teachers over 65 may be hired at the discretion of the Board on a year to year basis.

ARTICLE IX

Vacanies, Transfers, and Promotions

- A teacher may apply for any position at any time. Such application should be in writing, addressed to the superintendent of the schools. 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 Teachers' Association within five (5) working days after a vacancy is made known by the teacher.
- B. In filling a vacancy within the Association, the Board agrees to give due weight to the professional background and attainments of all applicant, the length of the time each applicant has been in the school system, and other relevent factors. A teacher already in the system should be given the opportunity to apply for any position in the school system for which he or she qualifies. People outside the system will not be offered any position until regular staff members have been given an opportunity to apply for said position. An interview must be granted to any staff member making application for a position, and an offer or refusal must be made after the interview. All jobs shall be posted for at least ten (10) days. The Board will make every effort to fill open positions with qualified personnel who are on the staff at the time the vacancy occurs. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE X

Personal Illness, Disability, and Business Leave

- A. All teachers shall be allowed ten (10) days sick leave per year. Teachers shall have 100 days accumulation of sick leave at the rate of 10 days per year.
- B. Upon retiring after 10 years of service in this district the teacher shall be reimbursed at the rate of \$7.50 per day up to a \$500.00 maximum for unused sick leave.
- C. Tenure teachers shall receive the difference between the regular pay and the current substitute pay for the days he used beyond accumulated sick leave up to twenty (20) working days.
- D. Teachers shall receive a confirmation of their accumulated sick leave days with the first paycheck of the school year.
- E. 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 of one (1) year with no subtraction of sick leave.
- F. 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
- G. A leave of absence with administrative approval shall be granted for a period of three (3) 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.
- H. 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. or as soon as possible there after to the designated person" policy shall be effective unless the teacher can prove positive need for a tardy report.
- I. Two (2) days a year may be used for personal business: Such days shall be non-accumulative, at full salary. Arrangements for leave must be made with the Administration prior to the time of leave. Personal business leave days shall not be granted for the day preceding or the day following holidays or vacations, or for the first and last days of each semester. Personal business leave shall be construed to mean time necessary to conduct personal affairs which cannot be handled outside of school.

- J. At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teachers Educational Professional Business. Professional business days may be used for any educational puroose that benefits the school system. The teacher planning to use a professional business day shall notify his Principal at least one week in advance of his absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminares conducted by colleges, universities, and the MEA and NEA and/or Affiliated Departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar. All such leaves identified in this paragraph are subject to administrative approval.
- K. If in the event of personal illness, a lesson plan (written) is not provided for the orderly and construtive continuation of any class by a substitute teacher, the teacher responsible for this negligence shall forfeit all wages which would have been granted during the time in which a substitute teacher was required to teach with no plans. (Plans may be mailed or brought to the classroom by another person on the day you are out if this emergency arises or in an extreme emergency a teacher may telephone the Principals office for the purpose of relaying lesson plans for the substitute. All such notification shall take place before 8:30 a.m.).
- L. Upon the recommendation of the Superintendent, the Board, may, at the Board's expense, request a teacher to submit to a physical examination.

ARTICLE XI

Leave of Absence

- A. <u>Critical Illness in Immediate Family</u>. 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. Maternity leave of up to eighteen (18) months shall be granted a tenure teacher. A leave shall commence not later than the end of the sixth (6) month of pregnancy, except that, when this date falls within one school month of the end of a semester, the teacher may be permitted to complete the semester. The teacher may be re-employed at the beginning of the first regular semester, upon ninety (90) day notice of her intent and submission of a favorable medical report from a qualified physician. Upon return, a teacher may be assigned to the same or similar position, providing a vacancy exists. Any deviation from this part of the agreement can be made upon mutual consent between the teacher and the Superintendent acting as agent for the Board.
- D. <u>Military Leave</u>. 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. <u>Public Office</u>. 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 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 duty. The Board agrees to pay the difference between the teacher's daily salary and the daily jury fee paid by the Court, providing such evidence is presented to the Superintendent's office in writing (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 the time necessary for appearances in any legal proceeding connected with the teacher's employment with the school system, if the teacher is required by law to attend. Such proceeding would include arbitration, negotiations, mediation or fact finding.

ARTICLE XI - con't

- H. Attendance at Conferences. Teachers may be granted a leave of absence with pay for Administration approved visitation at other schools, or attendance at 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 tof the school year preceeding 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 (2) 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.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

1. Requests for leaves shall be in writing.

2. All extended leaves shall be limited to one (1) year. Further extentions shall be at the will of the Board.

3. Salary increments shall accrue.

4. Sick leave days shall not accrue but unused sick leave days shall be reinstated which were held at the start of the leave.

ARTICLE XII

Teacher Evaluation and Discipline

- A. Probationary teachers shall be evaluated by classroom observation at least three (3) times during each year. These observations shall occur at least one month following a teacher's commencement of service, and ninety days prior to the end of the probationary school year. 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 with in 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 teachers personnel file. A teacher may also confer with the Superintendent regarding his evaluation.
- B. Both formal 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 system and similar surveillance devices shall be strictly prohibited.
- C. All evaluation shall be based upon valid standard for evaluating professional growth in conjuction with student progress.
- D. Each teacher shall have the right upon request to immediate access, in the presence of the Administration to 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 Association may at the teacher's request, accompany the teacher's request. accompany the teacher in this review.
- E. A teacher must receive a copy of any and all items placed in his personnel file within two (2) days of placement of the items.
- F. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- G. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

- H. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willfull deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching porfession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction, Alleged breaches of discipline of the Code of Eithics of the Education Profession shall be promptly reported to the offending teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- I. A teacher shall at all times be entitled to have present a representative of the Association when he is called into the superintendent's or principal's office to be repremanded, warned or disciplined for any infraction of rules or delinquency in professional performance.
- J. No teacher shall be disciplined reprimanded reduced in rank or compensation or deprived of any professional advantage with out just cause. Any such discipline reprimand or reduction in rank compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XIII

Reductions in Personnel and

Annexations and Conslidations 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 assure the continued recognition of the Association 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 within each subject area with permanent teaching certificates having the longest service in the District. 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 XIV

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 to the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires that attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of two or more teachers and the building Principal.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student, as perscribed in the Michigan General School Laws.
- C. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of this employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. The Board will assume full financial responsibility only if the teacher is acquitted.
- E. 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) days in writing to the Board or Administration and 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 Association shall be notified.
- F. Any formal complaint by a parent or school patron must be presented in writing by mail to the office of the Superintendent.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

ARTICLE XIV - con't

- H. Teachers in accordance with the Michigan School Code have authority to use physical force in the following instances:
 - 1. Any teacher may use such physical force as may be necessary to take possession from any pupil any dangerous weapon carried by him.
 - 2. Any teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.
- I. No teacher shall be liable to any pupil, his parent or guardian in any civil action for the use of physical force except in case of gross abuse and disregard for the health and safety of the pupil.

ARTICLE XV

Professional Compensation

- A. The salary schedule for 1971-72 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 1971-72 is based is set forth in Schedule C.
- C. All teachers newly empolyed shall be allowed full experience outside the Hanover-Horton School District. 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 the first two (2) steps on the salary schedule.
- 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 and drama after each play; while a year-around activity, i. e. Future Homemakers, shall be paid at the end of the school year. Any incompleted 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 Septmeber 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 so notifies the Superintendent in writing not later than thirty (30) days prior to the last day of school.

ARTICLE XVI

School Calendar

- A. For the term of this agreement the school calendar shall be as set forth in:
- B. The following conditions will govern school calendar
 - 1. Orientation for new staff to the Hanover-Horton Schools shall be held on the last Friday in August.
 - 2. The Monday preceeding Labor Day shall be devoted to pre-opening planning conference. The first pupil attendance day shall be the Tuesday before Labor Day.
 - 3. Three (3) two and one half $(2\frac{1}{2})$ hours in-service sessions shall be held after the regular school day. Attendance is mandatory unless permission is granted to leave by the building principal.
 - 4. The following days shall be recognized and observed as legal holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
 - 5. Christmas vacation dates will be determined in accordance with the following schedule:

If Christmas falls on -	School closes on	- School begins
Sunday Monday Tuesday Wednesday Thursday	December 16 December 15 December 21 December 20 December 19	January 3 January 2 January 7 January 6 January 5
Friday	December 18	January 4
Saturday	December 17	January 3

- 6. School will close for Spring vacation all day Good Friday and there will be no school the following week.
- 7. School will close on the earliest day in June which provides at least 180 days of pupil attendance.

ARTICLE XVII

Professional Grievance Procedure

A. <u>Intent</u>. The primary purpose of this procedure is to secure in the easiest and most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or Association.

B. Definitions.

- 1. A "complaint" is a verbal claim based upon an event or condition which affects the working conditions of a teacher or group of teachers and/or the interpretation of meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
- 2. A "grievance" is a complaint which has not been resolved and which has been reduced in writing, and is defined as an alleged violation of a specific article or section of this agreement.
- 3. The "aggrieved person" is the person or persons making the claim.
- 4. "Teacher" includes an individual or group of teachers, or the Association.
- 5. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken.
- 6. The term "days" shall mean calendar days, unless otherwise specified.
- 7. The "grievance committee" shall be composed of three members of the Associations's Professional Problems Committee.

C. General Principles.

- 1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- 2. At any level the failure of the administrator to communicate his decision within the specified time limit shall permit the teacher and/or grievance committee to proceed to the next level.
- 3. If any building representative or member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
- 4. Demotion or discharge of tenure teachers will not be subject to the grievance proceedure. Such teachers will have resource through the Michigan Teacher Tenure Act.
- 5. The number of days at each level shall be considered as a maximum and an effort should be made to expedite the process. Additional days may be added at any level by mutual agreement.
- 6. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in harm to a party of interest, the time limits act forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Procedure.

- 1. Level One. A teacher with a complaint shall discuss it within five (5) days of the event or occurance which is its basis with his supervisor or Principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution. Within four (4) days after presentation the complaint the supervisor or principal shall give his answer orally to the employee.
- 2. Level Two. If the teacher is not satisfied with the disposition of his complaint he may within the next seven (7) days file a grievance (see Schedule E) and arrange for a meeting of himself and his Association representative with the Principal or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the Principal or supervisor he shall render a decision in writing to the grievant.
- 3. Level Three. If the teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance within seven (7) days with the grievance committee, within seven (7) days after receipt of the written complaint the grievance committee shall decide whether or notthere is a legitimate grievance. If the committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent. Within fourteen (14) days of receipt of the grievance by him, he shall render a decision in writing to the grievance committee.
- 4. Level Four. In the event the aggrieved person is not satisfied with the disposition of the grievance on Level Three, or if no decision has been rendered within the prescribed time limits, he may refer the grievance through the grievance committee to the Board of Education. Within fourteen (14) days from receipt of the written referral to them, they shall meet with the Association's grievance committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days of this meeting.
- 5. Level Five. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall

ARTICLE XVII - con't

have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon maybe entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.

E. Rights to Representation. All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any teacher be represented by an officer, agent, or representative of any organization in conflict or competition with the Association.

F. Miscellaneous.

- 1. A grievance may be withdrawn at any level by mutual agreement without establishing precedent.
- 2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- 4. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
- 5. Hearings and meetings at all grievance levels, will be established by mutual agreement between the Board and the Association, and in no case will there result in loss of pay.
- 6. All grievance procedure meetings, hearings etc. will be conducted during non-teaching time.

ARTICLE XVIII

Professional Committees

- A. A Professional Study Committee shall be organized to continue a channel of communication between the Board and the Association concerning the Association's stand on issues affecting the harmonious interaction between the school and the community, and the well being of the learning institution.
 - 1. It shall consist of three (3) representatives from the Association, one (1) Principal, one (1) Superintendent, and two (2) Board representatives.
 - 2. Organization shall take place within fifteen (15) working days after September 1 of each school year. Both parties are mutually responsible for organization of said committee.
 - 3. Meetings shall be held within five (5) days after written notice has been presented to the chairman by any one member. Said chairman shall be chosen by the committee at the organizational meeting.
- B. A Professional Greivance Committee shall be organized to assist in processing the grievance procedures as set forth in ARTICLE XVII of this agreement.
- C. Nothing in this article shall limit the number of professional committees that may be established by the Association.

ARTICLE XIX

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 with out ratification by the Association, 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. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies. After ratification by both parties their representatives shall attach their signatures to the ratified agreement. There shall be three (3) signed copies for purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.
- B. All negotiations will take place during non-teaching hours.
- C. 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 XX

Insurance Protection

The Board shall provide the full cost of Michigan Blue Cross-Blue Shield Insurance. This coverage is to begin Sept. 1, 1971 and continue to Aug. 31, 1973.

ARTICLE XXI

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 XXII

Duration of the Agreement

- A. This Agreement shall become effective as of Sept. 1, 1971, and shall continue in effect until Aug. 31, 1973, with the exception of Schedules A, B, & C.
- B. Changes proposed in this Agreement of the school year of 1972-73 shall be made no sooner than December 31, 1972 or no later than May 31, 1973. Notification by either party must be in writing requesting a meeting to discuss such changes and upon receipt of the 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 Association must be sent to its President, and a notice to the Board may be sent either to the Superintendent, and the administrative employee of the Board, or the President of the Board. The Board shall arrange a date and hour of meeting convenient for the Board and Association committee members. Additional meetings as necessary shall likewise be made for mutual convenience.

HANOVER-HORTON TEACHERS' ASSOCIATION	HANOVER-HORTON BOARD OF EDUCATION

Dated this 16th day of August 1971, at Hanover, Michigan

SCHEDULE A

Professional Compensation (Salary Schedule)

STEPS		BA/BS		MA/MS
	щ		щ	4 -/
1	\$	7,737.00	\$	8,262.00
2		8,187.00		8,787.00
3		8,652.00		9,287.00
4		9,179.00		9,876.00
5		9,658.00		10,396.00
6		10,134.00		10,948.00
7		10,602.00		11,442.00
8		11,182.00		12,089.00
9		11,654.00		12,620.00
10		12,127.00		13,136.00

ADDITIONAL SERVICES

COMPENSATION

SCHEDULE B

These percents relate to the salaries listed in schedule A for the level appropriate to each teacher and at the step consistent with the number of years of activity experience. In the case of basketball and football, advancement from one coaching level to another shall not be cause to reduce the experience level for that activity.

1. SPORTS:

12% Varsity Basketball

11% Varsity Football

8% Jr. Varsity

7% Assistant, Freshmen, Jr. High

7% Baseball

5% Jr. Varsity

6% Golf

7% Track

6% Cross Country

2. CLUBS AND ACTIVITIES:

10% Band

7% Plays (5% each)

6% School paper

6% Year Book

3% FHA

3% Student Council Advisor

6% Cheerleaders and GAA

3% Senior Class Advisor

5% Jr. Class Advisor

3% Sophomore Class Advisor

3% Freshman Class Advisor

3% Varsity Club Advisor

3% Drama Club Advisor

3% Chess Club Advisor

3% FTA

3% National Honor Society Advisor

1% Department Heads

3. Miscellaneous:

Driver Training: \$5.00 per hour

Visual Aids: consider as class hours on scheduled school time (to be filled after all instructional positions are filled).

Guidance Counselor: 8%

SCHOOL CALENDAR SCHEDULE C

1971-72

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Pupils not in School

Year Total 180

Contract Days 184

SCHEDULE D

Grievance Report Form

Grievance #	School District	Distribution of Form
GRI Submit to Principal in Duplicate	EVANCE REPORT	1. Superintendent 2. Principal 3. Association 4. Teacher
Dubnit to lilitate lil Dupilout		
Building Assignment	Name of Grievant	Date Filed
Date Cause of Grievance Occurred	LEVEL II	
Date Gause of Gilevance Occurred	Associated and Control and Con	CERTAIN SECURITION AND THE THE SECURITION SECURITIES AND ADDRESS OF THE SECURITIES AND ADDRESS O
1. Statement of Grievance		
2. Provisions of Agreement alle	egedly violated	
3. Relief Sought		

SCHEDULE D - PAGE 2

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