

1969-70

Hesperia 13  
(Newaygo Co.)

AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION  
HESPERIA COMMUNITY SCHOOLS  
and the  
HESPERIA EDUCATION ASSOCIATION

1969 - 1970

Hesperia Bd of Edu.

M.E.A.  
1216 KENDALE  
E. LANS., MI.  
48824

RECEIVED  
APR 14 1970  
OFFICE OF  
PROFESSIONAL NEGOTIATIONS

Hesperia Community Schools  
Hesperia, Michigan 49421

## Recognition

The Board agrees to recognize the Hesperia Education Association, as the sole and exclusive bargaining agent for all certificated or professional personnel whether under contract or on leave exclusive of supervisory.

The board agrees not to negotiate with or recognize any teachers' organization other than the H. E. Association for the duration of this agreement.

This agreement between the Board of Education of the Hesperia Community School and the Hesperia Education Association will be in effect until June 30, 1970.

The salary of the teachers covered by this agreement are set forth in the attached schedule.

The salary schedule is based on a school year as defined.

## Sick Leave

Sick leave for the personal illness of all professional employees may accrue at the rate of 12 days per year for a work year of 36 to 42 weeks, 13 days for 42 to 47 weeks and 14 days for 47 to 52 weeks and may continue to accumulate to an unlimited number.

## Entitlement to leave

All personnel shall be entitled to all his accumulated sick leave on the first official day of school, even though he may be unable to report for duty on that day. However, in this instance, upon request of the administration, he must present a statement from his attending physician. The first official school day is to mean the first day for which salary is paid. He shall receive his pay currently along with all other employees.

## Retirement or dismissal

No payment will be made for any unused sick leave accumulated by an employee at the time of resignation or dismissal, retirement, leave of absence or death.

## Chargeable days for sick leave

In case of the return to duty of an employee who has been absent due to a contagious disease, or a nervous or mental disorder, he must, if requested, present a statement from his physician. The Board of Education may require such employee to submit to an examination by a physician designated by the Superintendent and/or Board of Education.

## Violation of sick leave regulations

Sick leave is considered as time off for a legal absence and for the protection of the employee. Upon proof that sick leave time has been used for any purpose other than that for which it is intended shall constitute a violation of professional ethics. Pay for undeserved sick leave will be withheld. If the offense is repeated, it may constitute grounds for dismissal.

Emergency or Personal leave

All full time professional personnel regularly employed by the Board of Education shall be granted 2 days of leave per year for emergencies, or to transact personal business which is of urgent nature and which cannot be transacted at any other time, providing arrangements for such leave are made in advance with the Superintendent or Building Principal. Days to shop and seeking employment shall not be allowed. Personal leave days shall be charged against the annual accumulative sick leave.

Retirement Pay

In appreciation for services to the school district, a Retirement payment of \$25.00 per year of service in the district will be paid upon retirement provided the teacher shall have been employed in the school district for 20 years. If this section ruled illegal by Michigan State Supreme Court this section becomes null and void.

Sabbatical Leave

A sabbatical leave of one year may be granted to any staff member having 4 years of experience in the Hesperia Community Schools with the following agreement between the teacher and the Board of Education:

- a. The leave must be for education of a nature contributing to professional growth.
- b. The teacher must agree to return to Hesperia Community Schools for two additional years of teaching responsibility.
- c. The Hesperia Board of Education will guarantee to said teacher continued tenure status, with one year's advancement on the salary schedule.

Duty Free Lunch Period

Each professional employee shall be guaranteed one-half hour of duty free lunch time exclusive of conference or preparation periods for each school day.

Medical Insurance

The Board of Education shall provide full individual coverage in medical insurance for each full time professional employee for the calendar year, (365 days). Said policy shall be of equal coverage and benefits as provided in the M.E.A. Super Medical policy.

Experience brought into District

The number of years experience granted on the salary schedule may be up to and including 10 years.

Grievance Procedure

- A. Any teacher, group of teachers or the H.E.A., believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order, regulation or policy established by the Board or school administration, or any other provision of law relating to wages, hours, terms or conditions

Grievance Procedure (Continued)

of employment, may file a grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose, the Elementary or Secondary Principal and the superintendent when the particular grievance arises in more than one building.

- B. Whenever possible, complaints should be presented to the appropriate principal for informal processing. If the principal and affected teachers cannot agree on a mutually satisfactory settlement, a written grievance must be submitted to the principal who shall transmit the grievance to the Superintendent as soon as possible, or in any event within 5 days. The Superintendent shall have 5 days after receipt to resolve the grievance. All grievance of a general nature affecting both Elementary and Secondary teachers shall be filed in writing directly with the Superintendent. This type of grievance must be resolved within 10 days.
- C. If the grievance is not resolved by the Superintendent, it shall immediately be transmitted to the Secretary of the Board of Education. Within 20 days from receipt and after investigations or hearings which the Board may deem appropriate, the Board shall make a final determination of the grievance. In no event, except with express written consent of the association, shall final determination of the grievance be made by the Board more than 20 days from receipt thereof.
- D. If the decision of the Board is not satisfactory, the grievance may be submitted to mediation through the State Mediation Board. Neither the Board nor the association shall be permitted to assert in such mediation proceedings any evidence not previously disclosed.
- E. The affected teachers may request a representative of the H.E.A. and/or M.E.A. to be present at any meeting held with the Board or its representative which deals with written grievances.

Substitution for another Teacher

Any contract teacher substituting during the absence of another teacher will be paid 1/6 of substitution pay for the period worked. Such substituting pay shall be only for conference periods.

NEA Dues

One half the dues for membership to the National Education Association shall be paid by the school district.

Any teacher hired for less than a year, but at least for a semester shall be credited with a full year on the salary schedule.

SCHOOL CALENDAR - 1969-70

August 27	Workshop day - New Staff	
August 28	Workshop day - All Staff	
September 2	Students here A.M. except Kindergarten	
Membership days in September		21
October 24	M.E.A.	
Membership days in October		22
November 27-28	Thanksgiving	
Membership days in November		18
December 22 - January 4	Christmas Vacation	
Membership days in December		15
Membership days in January		20
Membership days in February		20
Membership days in March		20
March 30 - April 5	Spring Vacation	
Membership days in April		19
Membership days in May		21
June 1	Memorial Day	
Membership days in June		<u>4</u>
Total Membership days		180

SALARY SCHEDULE FOR 1969-70

<u>STEP</u>	<u>BACHELOR DEGREE</u>	
1	\$ 6,800	Steps are based on a 4% accumulative index.
2	7,072	
3	7,355	
4	7,650	
5	7,956	
6	8,274	
7	8,605	
8	8,950	
9	9,308	
10	9,680	
11	10,067	

MA = + \$500

1969-70 EXTRA DUTY PAY SCHEDULE

Football	-Varsity	\$680
	-Varsity Assistant	450
	-Reserve	450
Basketball	-Varsity	680
	-Reserve	450
	-Junior High - 7th	250
	-Junior High - 8th	250
	-5th & 6th	175
Baseball		500
Track	-Varsity	500
	-Junior High	225
Band Activities		680
Yearbook		250
Shop Maintenance		200
G.A.A.		204
Cheerleaders		225
Jr. High Cheerleaders		125
Girls Basketball		400
Golf		200
Plays (each)		150
School News		100
Athletic events		
selling tickets)		
score keeping )	to be determined by	
time keeping )	the Athletic Director	
riding bus )		

In Witness Whereof, the parties have executed this agreement by their duly authorized representatives.

BOARD OF EDUCATION  
HESPERIA COMMUNITY SCHOOLS  
HESPERIA, MICHIGAN

Robert J. Slate  
President

Harold Smith  
Secretary

HESPERIA EDUCATION ASSOCIATION  
HESPERIA, MICHIGAN

Gregory A. Merwin  
President

Lawrence A. Williams  
Negotiator

Signed this 12th day of June, 1969