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and

The Homer Education Association

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A G R E E M E N T

AGREEMENT made this first day of July, 1966, by and between the BOARD OF EDUCATION OF THE HOMER COMMUNITY SCHOOLS SCHOOL DISTRICT, hereinafter called "the board" and the HOMER EDUCATION ASSOCIATION, hereinafter called "the Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Homer Community School is their mutual aim and that the character of such education depends on mutual endeavor in the public interest in which the District and the Association encourage fair and harmonious relations between their respective representatives at all levels, and

WHEREAS the members of the teaching profession and the board recognize that their joint objective is to provide a quality education to the children of the District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration, and

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

WHEREAS the Homer Community School has been a member of North Central Secondary Schools Association for many years, the association and the board are encouraged to make a diligent effort to maintain North Central Standards as outlined in North Central Policy manual, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition and Definition

The Board recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary teachers who are certificated and regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this contract.

The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts 1903.

The term TEACHER as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teachers, guidance counsellors, librarians, teachers regularly employed on a part-time basis, probationary teachers, and the Athletic Director where his duties are in addition to other teaching duties; specifically excluding from the bargaining unit all others and particularly the supervisory staff consisting of the Superintendent, Assistant Superintendent, Principals and Assistant Principals.

The term TEACHER shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

A. TEACHER RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

B. The Board specifically recognizes the right of the Association to appropriately invoke the assistance of the State Labor Mediation Board or a mediator from a public agency.

C. USE OF SCHOOL

It is agreed that representatives of the M.E.A., N.E.A., and their affiliated organizations shall be allowed in the school building during regular hours or other times at Association invitation. The Association agrees that these representatives shall by no spoken word or action cause any disruption of normal school procedures. The association representative shall report to the principal of building upon the arrival of said representative.

A specific room for association use after the regular school day once per month will be assigned and placed on the school calendar at the beginning of the school year. No charge shall be made to the Association for such usage excepting the gymnasium. The Association and its members shall make application for use of school building for other occasions and other business meetings pursuant to school board policy. Upon the written request, the Homer Education Association may be granted use of school rooms if request is made two (2) weeks prior to use date and the requested

rooms are not previously committed to use by some other organization. Use of these rooms are subject to building usage rules and policies. The Homer Education Association negotiating representative shall be furnished a locked type bulletin board in each teacher lounge for posting of its notices and other material. The keys to the bulletin board shall be assigned by the Board to the bargaining official and president of the Homer Education Association. Responsibility for posting of materials and removal of the same rest on the association representative. Association approved materials may be placed in teachers' mail boxes. All materials so posted on bulletin boards shall relate to official business of the Association, and be signed by an Association official. Non-business material should be submitted to the superintendent for approval before posting or replacement in official bulletin board. Use of school materials and business equipment of the school shall be denied for association use.

D. Smoking is specifically permitted in the three teachers' lounges. The Board agrees to continue to reserve the present three rooms which are reserved for the use of faculty rooms unless room or room changes are mutually agreed upon by the association and the board.

E. Parking facilities will be made available to teachers.

F. The Board agrees to furnish to the Association in response to reasonable request from time to time one copy of all available compiled public information, together with one copy of information which may be necessary for the Association to process any grievance and/or complaint and/or ethical matter, excluding privileged and/or confidential information, such as placement bureau credentials, etc. as covered under Article XIV. If further information is requested, it shall be at expense of requestor.

G. Teachers shall not be subject to polygraph or lie detector test by the Board or its agents.

ARTICLE III

PROFESSIONAL COMPENSATION

A. Salary Schedule

The salary schedule will be based on school term of 185 membership days. This salary schedule will be found under Schedule A. The individual teacher's contract will state the beginning date of the said employment period.

B. Professional Growth

Teachers shall progress to succeeding step on salary schedule each year as long as they fulfill the following criteria.

1. Professional growth requirement:

Increments under schedule A to be allowed only if two semester hours have been earned in each three year period, and one or more of the following in each three year period.

- a. Participation in workshop courses or in-service training equivalent to two semester hours of credit.
- b. Service on professional committees which meet outside of school hours.
- c. Active participation in professional committees on a district, regional, state or national level; participation on a professional program in a district, regional, state or national convention as approved by the superintendent of schools or his delegated representative.
- d. Approved work experience in related field.
- e. Travel extensive enough to warrant education and cultural values.
- f. Publication in a recognized journal or publication in book form.
- g. Work in youth groups or organized community activities.

In special cases when it is impossible for a person to perform in these areas of professional growth, letters a through g, the superintendent shall have the power to waive professional growth requirements if the teacher will take four semester hours of credit instead of the two required. The above growth requirements may be approved and evaluated by the school administrator before credit will be allowed.

The administrator's recommendations for additional improvement shall be forwarded to the teachers so that they may meet the requirements. If the teacher involved is not satisfied with said approval and/or evaluation, then the teacher has the right, upon his request, to have the evaluation committee review the said approval and/or evaluation.

2. The evaluation committee shall consist of two principals, Association President, Association P.N. Chairman, and a member of the Board. The superintendent is to act as an advisor to this committee. It shall be a duty of this committee to make a study of professional growth requirements and to make its recommendations available when the next salary schedule is negotiated.
3. Failure to meet the above at the end of each three years will make it necessary for teachers to remain at the step they are on for the next school year. Progress again on salary schedule will commence the September following the meeting of above requirements.
4. Any decision of this evaluation committee shall not be subject to grievance procedure.

ARTICLE IV

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its teachers in the performance of their duties.
- B. To hire all teachers; and subject to the provisions of law to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such teachers.

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

The Board recognizes its responsibilities to negotiate in good faith under P.A. 379 and specifically recognizes its obligations as developed in this agreement regarding wages, hours and working conditions.

ARTICLE V

Teaching Hours

The teacher's normal teaching hours in Homer Community School shall be as follows:

- A. High school and junior high shall exceed not more than seven consecutive teaching periods in one day, one of which shall be a conference and/or preparation period. These periods shall not contain more than a total of 360 consecutive teaching minutes, including a homeroom assignment.
- B. The elementary normal teaching hours shall consist of not more than 360 consecutive teaching minutes.
- C. Each teacher shall report to his classroom or duty station at least 15 minutes before the beginning of his first assignment and remain in the school, subject to administrative directive, 15 minutes after his last assignment. The teacher shall remain an additional 15 minutes daily for any pre-scheduled conference.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period, in no event less than 40 minutes. Such lunch period shall be between the hours of 11:00 a.m. to 1:00 p.m. The above lunch time may be changed by mutual agreement of both parties.
- E. Each Parent-Teacher Conference day shall contain the equivalent time of a regular teaching day only.
- F. Teacher attendance at all extra-curricular activities, except parent conferences and a maximum of three (3) hours for staff meetings per month, shall be voluntary.

ARTICLE VI

Conditions, Teaching Load, and Assignments

- A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools. The Board agrees to implement any joint decision made by the Board and the teachers.
- B. Clerical assistance shall be provided to the professional staff per administrative policy.
- C. The ratio of pupils to teachers and other certificated personnel, including advisory staff, shall not exceed 27 to 1 either at the elementary level or the secondary level. Only that part of a staff member's time actually devoted to duties in the school may be counted in determining the pupil-teacher ratio, i.e. - part-time teachers shall be counted on a pro-rate basis of school time teaching. Except in certain activity classes such as physical education and music, the total pupil load for a teacher within the high school department shall not exceed 170 pupils per day for a long period day nor 180 pupils per day for a short period day.
- D. In grades 7 through 12, a teaching load shall be seven periods daily for a short period schedule or six periods daily for the lengthened period schedule, except by mutual agreement of the Association and the Board. In junior and senior high at least one period daily shall be granted for conference or preparation within the normal teaching hours of the daily schedule. Based on a 5-day week, all elementary teachers shall have a minimum of 150 minutes/week for class preparation. This preparation time shall include that time when pupils are having art, music, library, physical education and recess.
- E. Teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor fields of study.
- For any such assignment this exception shall not be for more than one school year.

Returning teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in secondary (7 through 12th grade) will be notified and consulted by their principal as soon as practicable and prior to July 1 if possible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary teachers unless the teacher requests such change.

- F. Both the Board and the Association recognize that the individual class loads in the junior and senior high should be less than 31 pupils; that the study halls should not have a ratio larger than 55 pupils to one teacher; and that the class loads of band, music, and physical education depend somewhat on the physical facilities available.

Teachers will be assigned to elementary buildings in sufficient number to keep the enrollment per room 30 or under, provided classrooms are available. The planning of split grades shall be cooperatively developed between the principal and the teacher involved. The number in split grades should be less than the enrollment of 30 pupils per room.

- G. The Board through its superintendent agrees to notify within three weeks both the Association and the teacher or teachers involved in a citation from North Central.
- H. The Board recognizes its responsibility to maintain safe, clean, and attractive facilities for the teacher and pupils.

ARTICLE VII

Vacancies and Transfers

- A. Whenever any vacancy in any professional position in the district shall occur, The Board shall publicize the same by giving written notice of such vacancy to the President of the Association with at least a five-day notice prior to permanent filling of the same.
- B. Any teacher may apply for such vacancy.
- C. The assignment of staff members and their transfer to positions in the various schools and departments of the district shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority.
1. Principal consultation and recommendation.
 2. Contribution which staff member could make to students in new position.
 3. Demonstrated professional competency.
 4. Qualifications of staff member compared to those of outside candidate.
 5. Opportunity for professional growth.
 6. Desire of staff member regarding assignment or transfer.
 7. Length of service in Homer.

ARTICLE VIII

Leave Policy

It is agreed and understood each teacher shall carry with him into this master contract his total accumulated sick leave as of the close of his contractual school year, 1965-66.

Any teacher who falsifies reasons for any leave shall sacrifice all rights granted under this contract for all leaves of absence.

A. Sick leave

1. An annual allowance for personal illness shall be granted for not to exceed ten days per year for full time teachers. The borrowing in advance of sick days not yet accrued is not permitted.
2. The unused sick leave is to be credited to the teacher at the end of the service year, and may be accumulated to a total of 120 days.
3. Any absence under the above provisions will be deducted from accumulated sick leave. Any absence beyond the accumulated balance will result in loss of compensation for the time off at 1/185 of the year's salary per day off. The following are considered purposes for use of sick leave.
 - a. Personal illness or injury of such nature as to render a member unfit for service.
 - b. Critical illness in the immediate family of member, not to exceed a total of five days for each critical illness.

Critical illness has been interpreted as follows:

A member of the immediate family is very dangerously ill as pronounced by a doctor. The immediate family is defined as: (a) Members who live in same household, (b) Mother, regardless of where she lives, (c) Father, regardless of where he lives, and (d) Son or Daughter, regardless of where he or she lives. (e) Spouse.

- c. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of pay and shall not be charged with sick leave until after the 5th day of absence.
4. Teachers who are absent for any reason shall report such absences to the office and fill out necessary absence forms upon return if they want consideration of approval for sick leave.
5. Teachers at the end of contractual year shall at their request, when turning in final reports to central office, be given a report of number of accumulated sick days left to their credit.
6. Physical Examination
 - a. The Board may, at its discretion, require any teacher to submit to physical, including a blood test, and/or psychological, or psychiatric examination at any time. Such examination will be paid for by the Board. No loss of time shall be charged against teacher for days missed while getting said examination.
 - b. Selection of physician shall be made by the teacher.
 - c. In the event that the results of the examinations are not acceptable to either party the services of a recognized medical center or hospital may be obtained for this examination. The results of this examination shall supersede that of the original physician. Expenses are to be borne by the requestor.
 - d. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and annually thereafter for all full and part-time personnel employed by the Board. Any expense involved in furnishing proof shall be the responsibility of the employee. Tuberculin test may be substituted for the annual test for those whose x-ray showed negative on employment. All personnel found with active tuberculosis shall be given a leave of absence

for treatment until they are officially certified as being inactive. Upon such certification, the Board of Education shall return the employee to his former employment status or equivalent duties, without prejudice.

B. Maternity Leave

The Board of Education shall grant a leave of absence for maternity without pay, to any regularly employed certified staff member, upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician.

Application for Leave

The employee shall apply for a leave of absence no later than five (5) months previous to the expected date of normal birth of the child.

Effective Leave Date

The employee shall begin leave at a mutually agreed date that has been decided upon with the administration prior to the expected date of normal birth of the child.

Duration of Leave

Such leave of absence shall be for a period not to exceed the school year in which the pregnancy occurs, However, under certain circumstances, the leave may be renewed at the discretion of the Board upon application of the teacher.

Maternity leave shall not be considered as sick leave within the interpretation of sick leave policy.

Adoptive Leave

Adoptive leave, if requested by the foster mother within thirty days after the child is assigned to her, shall be granted for a period of not to exceed unfinished year. Teacher shall be placed on leave without pay.

C. Leave For Illness of Long Duration

In cases of prolonged illness, the employee must submit to the office of the superintendent a written request for leave giving the probable date of return.

An employee returning to duty after an absence due to a contagious disease or a nervous or mental disorder must present a statement from a physician as evidence of good health. The Board of Education reserves the right to require such a teacher to submit to an examination by a physician designated by the superintendent of schools and/or the board of education at the expense of the board.

D. Leave for Personal Health and Family Hardship

Upon the recommendation of the Superintendent, the Board of Education may permit teachers to take leaves not in excess of one year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

In considering whether to recommend leaves for rest, the Superintendent shall take the following factors into account and shall report them to the Board of Education when recommending such leaves:

1. Length of time staff member has served in the Homer Community Schools.
2. Benefit which would result for the school system.
3. Expectation of the teacher to return to Homer Community Schools.

Any person granted such a leave will not be paid during the period of his leave.

E. Jury Duty

Time for jury duty shall be granted without loss of salary. For days of school missed that the teacher receives jury duty pay, the Board shall deduct said per diem jury duty pay.

F. Personal Leave

All full time teaching personnel regularly employed by the Board of Education shall be granted two (2) days of leave per year to transact personal business which is of urgent nature that cannot be transacted at another time, provided arrangements for such leave are made at least twenty-four (24) hours in advance with the Principal or if in his absence, approved by the Superintendent

of Schools. No more than two (2) separate applications shall be granted by said Principal for the same day or days.

The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g. Christmas, Memorial Day) will not be recognized by the Board of Education as a personal leave day, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent of Schools to determine whether such time shall be granted.

Personal leave days are not accumulative.

G. Funeral Leave

Any full time regular teaching employee shall be granted leave under the following policy:

1. Up to five (5) days per year sick leave may be used for attendance at funerals of members of the immediate family. Immediate family shall be defined as father, mother, spouse, father-in-law, mother-in-law, sister, brother, child or a dependent of the teacher's immediate household.

H. Military Leave

Military leave of absence shall be granted to any full time employee as per Act 145 - P.A. 1943 - Section 745 and Section 746 of the School Code Rev. 1959.

I. Professional Group Leaves

The teachers as a group shall be released from regular duties without loss of salary two (2) days per year for state approved Regional meetings involving certificated teaching personnel, and one (1) day for area M.E.A. meetings as have been conducted in the past.

All teachers shall be encouraged to be in attendance at these meetings or arrangements to substitute some other in-service learning visit should be made with the school principal's under whom teacher works. District President and Representative Assembly Delegate shall each be granted two additional days.

J. Political Leave

1. The board of education may grant, without pay, a leave of absence to any teacher who is on tenure to campaign for, or serve in, a public office.
 - a. Since the time required to campaign for, or serve in, a public office varies greatly, the board of education shall grant a leave of absence on an individual basis.
 - b. The teacher shall make a written request for a leave of absence not less than 2 months prior to his political campaign.
 - c. The board of education shall give the teacher a written answer to a request for a political leave.
 - d. The board of education shall not be obligated to grant a leave of absence for a longer period than one term of office or one unsuccessful campaign. Political leave granted by the board of education shall be for not less than one (1) semester.
 - e. Upon his return from leave, the teacher shall be placed on the same step on the salary schedule as he had upon his leave.
2. The Teacher shall at all times during his campaign or term of office adhere to professional ethics.
 - a. The teacher shall make clear his actions do not represent the views of the school system.
 - b. A teacher engaged in political activity shall present unbiased views of issues to his students.
 - c. A teacher shall not use school materials, time, equipment, or facilities for personal political advancement.

d. a teacher shall not use students as aides to prepare or distribute political materials.

K. Professional Leaves

Teachers may be absent as representatives of the system to attend educational meetings and serve in workshops and on committees without deduction of pay, provided prior approval has been secured from the principal on proper forms. Final decision rests with the superintendent.

Absence with full pay may be granted for observation in schools, if recommended by the principal and approved by the superintendent, but it shall be clearly understood that such absence shall be granted for professional purposes only.

L. Sabbatical Leave

On the recommendation of the superintendent, the Board of Education may permit members of the staff who hold a permanent or life certificate to take sabbatical leaves for the purpose of self improvement and benefit to the school system.

Sabbatical leaves may be combined with programs of study, research, writing or travel which are financed by outside non-commercial agencies such as universities or foundations.

A maximum of 3% to 3½% of the professional staff may be on sabbatical leave at any one time.

Qualified staff members may be permitted to choose between the following alternatives:

<u>Minimum Consecutive Years of Service</u>	<u>Length of Leave</u>	<u>Portion of Regular Salary Paid while on Leave</u>
7	one semester	none
14	one year	none

Credit toward retirement

Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations

established by the boards of control of public school employees' retirement funds.

Restoration to teacher position

A teacher upon return from a sabbatical leave shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay.

M. Exchange Teaching

The board of education may grant a teacher who has served in the district for at least five consecutive years, a one year's leave of absence with pay to teach in a foreign country, provided such country agrees to furnish a teacher under like conditions to fulfill the duties of the teacher who is on leave. Such leave does not affect the retirement rights or any other rights of the teacher granted by the district for the period of service or leave. Upon return to regular teaching duties the teacher shall be placed on the step in salary schedule to which he would belong if he had remained in the employment of the district.

ARTICLE IX

Retirement

Retirement shall be mandatory at age 65 subject to the following provisions: Teachers on tenure who will reach the age of 65 on or before the opening of the next school term, September 1st, who desire to remain in the system and are recommended by the principal and superintendent shall submit to the Board a written request for continuation of employment not later than March 1 of that year. The Board may require a physical examination of such employee. Contracts shall be issued on a one (1) year basis to teachers beyond the age of 65 if the Board decides to continue the teacher's employment.

ARTICLE X

Individual Teacher Contracts

In order that the Board may comply with certain budget deadlines, the Association agrees that it will aid and assist the teachers in returning to the Board each year all individual contracts, wage and additional duty supplements to existing contracts, during the period covered by this agreement. Said contracts will be in the form of a continuing contract. The Board agrees that nothing contained in said contracts or supplements shall be in conflict with any of the provisions of this Agreement or Tenure Act. Contract, wage supplement or additional duty supplement shall be returned by a tenure teacher on or before sixty (60) days prior to opening date of school.

ARTICLE XI

Grievance Procedure

A grievance shall be defined as an alleged violation of this Agreement. Should a teacher feel that there has been a violation of this Agreement, he will take the following steps:

(Step 1) The teacher shall notify in writing the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

(Step 2) The teacher and/or the designated representative may discuss the grievance with the principal informally within twenty (20) days of the alleged violation.

(Step 3) If no satisfactory conclusion is reached within ten (10) days following the discussion set forth above, the teacher and/or the designated representative shall present in writing within twenty (20) days from the discussion in Step (2) the alleged violation and request an interview with the superintendent.

Written grievance shall contain the following:

1. It shall be specific.
2. It shall name and be signed by the employees involved.
3. It shall contain a statement of the facts upon which the grievances are based.
4. It shall contain a reference to the articles and sections of the agreement which have been allegedly misinterpreted or violated.
5. It shall state the relief requested.

Within ten (10) days after the written request is filed with the superintendent he shall have a hearing concerning the alleged grievance. A decision in writing by the superintendent shall be given to the employee and the designated representative within ten (10) days after the hearing.

(Step 4) If this decision is not satisfactory, the teacher may file within 20 days his alleged grievance with the Board in writing, countersigned by the designated representative.

The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated association representative shall be given an opportunity to be heard. The Board shall render its decision in writing within 15 days of said hearing. If this decision is not satisfactory, the teacher and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

Should an employee be satisfied with a decision at any level, or voluntarily leave the employ of the Board, all further proceedings on said grievance shall be barred.

The Association shall designate one representative to be located in each building or shall inform the principal and superintendent of the names of said representatives and will designate alternates in case of their absence.

ARTICLE XII

Concerted Action Prohibition

The Homer Education Association shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.

The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.

ARTICLE XIII

- A. Any incident of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the Board determines that the teacher has acted within the scope of written Board policy.

Time lost by a teacher in connection with such an incident as provided in this article shall not be charged against the teacher.

- B. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of the pupils and the board, but shall not be responsible for loss or damage to any such property or the pupil when such loss or damage is not the fault of the teacher.

All teachers shall observe rules respecting punishment of students as established by the board or required by law.

- C. When the principal, administrator, or board receives complaints that will be put into teacher's record to adversely effect evaluation of said teacher, the teacher will be notified of the nature of the complaint within 5 days of determination to place such complaint in said teacher's file.

ARTICLE XIV

Teacher Evaluation

A. The evaluation of the work of all teachers is a responsibility of the Administration. To assist the Board in formulating adequate and fair methods of evaluation, the Board and the Association shall appoint a professional study committee.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by his superiors and shall have the right to discuss such report with his superiors.

C. The teaching performance of a non-tenure teacher shall be observed and a written evaluation prepared at least twice each school year. The principal or his designee shall hold a conference with the non-tenure teacher after each such evaluation.

D. Any adverse evaluation of a teacher performance asserted by the Board or any agent or representative thereof may be subject to the grievance procedure herein set forth; provided, however, that (1) as to probationary teacher, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure Teacher Act without institution of any grievance, and (2) as to tenure teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

F. If the teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, he shall be entitled to have a representative of the Association present.

A Tenure Policy Manual has been developed by the Board and Association to implement the Michigan Teacher Tenure Act. These policies, although not printed in this agreement, are recognized by both parties as a legal and binding method of operation. A copy properly signed by the officers of each party is on file in the Board office and the office of the Association. Mimeographed copies will be supplied each teacher.

ARTICLE XV

Miscellaneous

- A. The teacher shall report unavailability to report for work to their respective principal, or his designated agent, as per administrative policy. It shall be the responsibility of the administrator to arrange for a substitute.
- B. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board during term of this contract.

ARTICLE XVI

Duration of Agreement

This agreement shall be effective as of the first day of July, 1967, and shall continue in full force and effect for two (2) years until the first day of July, 1969, provided that either party may reopen this Agreement on or after February first of any year for the purpose of negotiating over all matters concerning teachers' salaries and fringe benefits; also class size and working conditions that relate to the school budget for that year.

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this agreement upon mutual agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION OF THE
HOMER COMMUNITY SCHOOL DISTRICT

By John W. Smith
President

By Louise Post
Secretary

HOMER EDUCATION ASSOCIATION

By Henry F. Moller
President

SCHEDULE -A-
Homer Community School
Homer, Mich.
1968-69

Basic Salary Schedule I

Steps	Index	Non Degree	Index	AB Degree	Index	AB + 15 S.H.	Index	MA Degree or 30 S.H. Approved by Administration	Yrs. Ex.
1	.88	\$5588.	1.00	\$6350.	1.04	\$6604.	1.08	\$6858.	0
2	.90	5715.	1.04	6604.	1.08	6858.	1.12	7112.	1
3	.92	5842.	1.08	6858.	1.12	7112.	1.16	7366.	2
4	.94	5969.	1.12	7112.	1.16	7366.	1.20	7620.	3
5	.96	6096.	1.16	7366.	1.20	7620.	1.24	7874.	4
6	.98	6223.	1.20	7620.	1.24	7874.	1.28	8128.	5
7	1.00	6350.	1.24	7874.	1.28	8128.	1.32	8382.	6
8	1.02	6477.	1.28	8128.	1.32	8382.	1.36	8636.	7
9	1.04	6604.	1.32	8382.	1.36	8636.	1.40	8890.	8
10			1.36	8636.	1.40	8890.	1.44	9144.	9
11					1.44	9144.	1.48	9398.	10
12							1.52	9652.	11

Teachers shall progress to succeeding steps each year as long as they fulfill requirements under Article III B of this contract.

All teachers are responsible for fulfilling State Department and North Central requirements of training and certification on time or forfeit employment rights.

When an experienced teacher enters the system, each year of previous experience up to an including 8 years of experience will be allowed in transfer to Homer Schools. Teachers with this acquired experience will start at 8th year or 9th step. When re-employing candidates with previous experience in Homer school and years of service in the Homer school will exceed the 8th year transfer level or the 9th step, the total years of service in the Homer school will be allowed. Former Homer teachers will be allowed no years of transfer from other schools unless the ex-Homer teacher's experience is less than the 8 year or 9th step level.

Supplemental Salaries or Extra Work - II

ATHLETICS

Football

Head Coach	8%
Assistant	4.5%
Assistant	4.5%
Assistant	4.5%

Basketball

Head Coach	8%
Assistant	4.5%
Junior High	2.5%

Baseball

Head Coach	4.5%
Junior Varsity	2.5%

TRACK

Head Coach	4.5%
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Cross Country

Head Coach	2.5%
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Golf

Head Coach	2.5%
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Athletic Director

Head	5%
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Cheerleading Coach

Head	4%
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Specialization Differential III

Guidance (Fully Qualified) 6.5%

Guidance (Temporarily approved) 4.5%

Remedial Reading Specialist 6.5%

Special Education:

Temporarily Approved Teacher 6%

Fully Certificated Teacher 8%

Percentage of all extras under Part II, III, and IV means the percentage times the actual contractual base salary of each individual on salary schedule.

Others IV

Band	6.5%
Headlight Advisor	4%
Yearbook Advisor	6.5%
Debate	4%
Play Director	2.5%
F. H. A. Sponsor	3.5%
Noon Hour Playground	\$225.00 High School
Noon Hour	\$1.25/hr Elementary

Class Sponsors:

7th Grade Sponsor	1% each grade
8th Grade Sponsor	1% each grade
9th Grade Sponsor	1½% each grade
10th Grade Sponsor	1½% each grade
11th Grade Sponsor	2% each grade
12th Grade Sponsor	2% each grade

Required duties over and above the normal school day, not covered in the table, \$4.00/hr. The rate of four dollars (\$4.00) per hour shall apply also to the instructors of Driver Education during summer months.

OTHER REIMBURSEMENT V

- A. Substitute Teacher Pay \$22.50/day
1 After five consecutive days - $\frac{\text{Regular salary schedule}}{\text{days}}$ = daily rate
- B. Any teacher who gives up his conference or preparation period to teach a regular class in the Homer School for an absent teacher will be paid four (\$4.00) per hour for said class.

The Board reserves the right to bargain with the individual teacher. Those teachers who are employed longer than the 185 membership day school year shall be paid according to the following formula if such additional time has been approved by board in individual teacher's contract or by addendum:

$$\frac{\text{Teacher's Base Pay on Schedule}}{185 \text{ Membership Days or } 37 \text{ weeks}} \times \frac{\text{Number of weeks or membership days teacher is employed}}{\text{days}} = \text{Yearly Base Salary}$$

- C. All percentages in Schedule A - Salary Schedule means the percentage will be figured on the actual base salary step of each individual teacher on the salary schedule.
- D. New positions may be established by Board during term of this contract, but new positions shall not be established with the sole intent of eliminating persons from present positions.
- E. For professional meetings attended as per Article VIII part K. the reimbursement shall be at the following rate:
 - 1. Actual railroad, bus, or plane fare; private car expense at the rate of 8¢/mile. (Mileage and Fares shall be figured on most direct route)
 - 2. Meals not to exceed \$9.00 per day.
 - 3. Lodging not to exceed \$10.00 per day.

A detailed itemized statement must be presented to receive re-imbusement. The administration reserves the right to exceed this amount for some specific conferences where these expenses for rooms and meals might be found inadequate.