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**THE
EAST GRAND RAPIDS
AGREEMENT**

1966-67

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AGREEMENT

between

BOARD OF EDUCATION
of the
EAST GRAND RAPIDS PUBLIC SCHOOLS

and

EAST GRAND RAPIDS TEACHERS ASSOCIATION

Reproduced by:
Office of Professional Negotiations
Michigan Education Association

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A G R E E M E N T

This Agreement entered into this 13th day of June, 1966, by and between the BOARD OF EDUCATION OF THE EAST GRAND RAPIDS PUBLIC SCHOOLS, Kent County, Michigan, hereinafter called the "Board", and the EAST GRAND RAPIDS TEACHERS ASSOCIATION, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of East Grand Rapids is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings.

It is agreed:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative of all certificated classroom teachers, librarians and counselors employed, or to be employed, under contract with the Board, (whether or not assigned to a public school building) but excluding substitute teachers, nurses, the Superintendent, the Assistant to the Superintendent, Principals, Assistant Principals, the Business Manager, Athletic Director, and other supervisory, administrative and executive personnel. The term "teacher" as used in this Agreement shall mean any person who is a member of the bargaining unit, both male and female.

B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may individually and voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). The authorization forms shall be as established by the Board. Said authorized sums shall be deducted from the regular salaries of the teachers and remitted not less frequently than monthly to the Association. The Association agrees to hold the Board harmless from any action growing out of these deductions, and assumes full responsibility for the disposition of all funds turned over to the Association.

ARTICLE II

BOARD AND ADMINISTRATION RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities, among others, for establishing and equitably enforcing reasonable rules and personnel policies.

ARTICLE III

ASSOCIATION RIGHTS

The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings for East Grand Rapids teachers. Bulletin boards in the teachers' lounges and the inter-school mail shall be made available for Association use. Proper clearance for the use of school buildings, facilities, materials and equipment shall be obtained from the superintendent or building principal in accordance with past practice.

The Association agrees to reimburse the Board for any damage to school equipment entrusted to its use or care.

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District and tentative budgetary requirements and allocations in the form such information is maintained by the Board.

ARTICLE IV

TEACHER RIGHTS AND RESPONSIBILITIES

The Association and the teachers recognize that the basic duty of each teacher is to use his skill and expertise in the most effective and proper manner to improve the quality of the educational process in the East Grand Rapids Schools.

The success of the teacher in fulfilling his duty to the school system and his profession is dependent upon, among other things, the devotion of extra time to self-improvement and out-of-school time for preparation of projects and lesson plans, grading of papers, and counseling with parents.

The Association and the teachers further recognize and incorporate by reference the Code of Ethics of the Michigan Education Association, as adopted by the Representative Assembly of said Association in April of 1963, as the basic standard of professional conduct to which they will adhere in the performance of their obligations to the Board and the children of East Grand Rapids.

In order to insure the continued improvement of the educational process of the East Grand Rapids Schools, to enable the teachers to fulfill their obligations to the system, and to assure the continued cooperation of the faculty and staff, the Association and the teachers agree:

1. Curriculum. The Association and the teachers will continue, in accordance with past practices, to assist in the development and staffing of department and grade committees for the purpose of reviewing, revising, updating and amending current curriculum. These committees may analyze the curriculum of a particular discipline from elementary through secondary, or may study one or more grade levels, including the range of courses offered at said level or levels.

2. Textbooks. The Association and teachers will continue, in accordance with past practice, to assume initial responsibility for the review and the selection of textbooks. Appropriate committees may review all textbooks and through the appropriate administrative official forward to the Board the department or grade level recommendation as to the text or texts most appropriate for use.

3. Building Design and Teaching Equipment. The Association and the teachers recognize their obligation to furnish resource personnel and staff evaluations, recommendations, and educational

specifications in order to assist the Board and the Administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.

In accordance with the past practices of the School System, the foregoing committees, study groups, or faculty councils shall serve as advisory, consultative and fact finding bodies only, and the failure of the Board to adopt any of the recommendations submitted shall not constitute the basis of a grievance. The Board agrees, however, that the Association and the teachers shall have the right to submit its recommendations and views on these subjects.

ARTICLE V

CALENDAR OUTLINE

A. There will be no more than one hundred ninety (190) paid contractual days in the school year. The one hundred ninety (190) days shall include three (3) non-working holidays - Labor Day, Thanksgiving and Memorial Day.

B. The School Year will commence after Labor Day and end no later than the end of the tenth (10th) working day in June.

C. If adjustments are needed to fulfill the State of Michigan requirement of one hundred eighty (180) membership days, the adjustment shall be made during the vacation which is afforded at the end of the calendar year.

D. The Association shall be advised of the date or dates of the Board meetings when the School Calendar is to be established, and the Association shall be invited to submit its views on the Calendar to the Board at said meeting or meetings.

ARTICLE VI

THE SCHOOL DAY

The basic school day for all teaching personnel, including librarians and counselors, shall be from 8:00 o'clock in the morning until 4:00 o'clock in the afternoon. It is recognized, however, that in the case of librarians and counselors, changes may be necessitated. Actual working hours for librarians and counselors will be established by the building principal in accordance with established past practices. It is recognized by the Association that each teacher is expected to be punctual and regular in his attendance.

All teachers shall be entitled to a duty free, uninterrupted lunch period equivalent to a regular class hour but in no event less than fifty (50) minutes.

All teaching personnel agree to remain an additional hour after the basic school day for one day per week for professional meetings when said meetings are scheduled.

The Association recognizes the valuable contribution made to the educational program by the Parent Teachers Association of East GrandRapids and agrees that the teachers will attend two (2) evening PTA meetings each school year when requested by the Administration. Further attendance at evening meetings shall be at the option of the individual staff member.

ARTICLE VII

PUPIL-TEACHER RATIOS AND CLASS SCHEDULES

In recognition of the fact that the pupil-teacher ratio is an important factor contributing to the standard of excellence previously achieved by the East Grand Rapids School System, the Board and the Association agree that, insofar as practical, the following ratios and schedules will be maintained:

A. Elementary Teachers. A single room in which thirty (30) pupils, or less, are enrolled.

B. Secondary Teachers. An academic class load of thirty (30) pupils, or less.

The foregoing standards shall not be applicable to non-academic classes (e.g. physical education, music, etc.). Teachers engaged in team teaching shall not be assigned more than the above teaching loads on a weekly pupil-hour basis per teacher.

The basic teaching schedule for secondary teachers shall consist of five (5) classes and a homeroom, or four (4) classes, a homeroom and a study hall or other assigned duty. Whenever an extra class is assigned to a secondary teacher, that teacher shall be compensated an additional sum equivalent to one-sixth (1/6th) of his basic salary.

ARTICLE VIII

TEACHER EVALUATION

A. All teachers and the Association recognize the right, duty and responsibility of Principals and Supervisors to make periodic

evaluations of the performance of the teachers. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with the full knowledge of the teacher.

B. Each teacher, upon request, shall have the right to review the contents of his own personnel file maintained by the School System. The review will be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers, are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

C. All communication, including evaluations by East Grand Rapids administrators, commendations and validated complaints directed toward the teacher which are included in the personnel file shall be made available to the teacher upon request.

D. In regard to probationary teachers at least two (2) written evaluations will be made each school year by the principal or immediate supervisor and a copy of each evaluation will be presented to the probationary teacher. In the event that a probationary teacher is denied tenure, or is served with a notice of dismissal in accordance with the Michigan Teacher Tenure Law, said action shall be subject to the Professional Grievance Procedure hereinafter set forth through Level Four but shall not be arbitrable.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the Professional Grievance Procedure hereinafter set forth provided, however, that any matter within the jurisdiction of the State Tenure Commission and any adverse teacher evaluation may be processed through Level Four of the Professional Grievance Procedure but shall not be arbitrable.

ARTICLE IX

TEACHING ASSIGNMENTS AND TRANSFERS

A. In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause.

B. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable, and under normal circumstances, not later than February 1. Such statement shall indicate the grade or subject to which the teacher desires to be assigned or the school or schools to which the teacher desires to be transferred.

C. Teachers shall be notified in writing of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and subjects that they will teach, and any unusual or special classes to which they will be assigned. The notice will be given as soon as practicable, and under normal circumstances, not later than the end of the school year.

D. It is recognized that changes in grade and subject assignment may often become necessary and that the changes may prove to be beneficial to the teacher, the students, and the School System. In determining the assignments and transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the School System and the pupils. An involuntary transfer or assignment shall be made only after a meeting with the teacher and the Superintendent or his designee, at which time the teacher shall be notified of the reason for the assignment or transfer. Every effort will be made to avoid the reassignment or transfer of probationary teachers.

E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Teachers who are assigned to more than one school in any one school day shall receive eight (.08¢) per mile for all inter-school travel.

ARTICLE X

APPOINTMENTS TO VACANCIES OR NEW POSITIONS WITHIN BARGAINING UNIT

A. Whenever a vacancy occurs in a position within the bargaining unit, or a new professional position is created within said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association, or his designee, and the Association will provide for appropriate posting of said notice in every school building. No permanent appointment to such position shall be made until twelve (12) calendar days have

elapsed following giving of said notice to the Association President or his designee. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year. The Board shall notify all applicants from within the unit, within forty-two (42) days after giving of the notice to the Association President or his designee, as to whether the person temporarily assigned to the position will be given preference for permanent appointment over any applicant from within the unit. The Board shall not be limited in its selection of personnel to permanently hold the position to applicants from within the unit or to the person temporarily assigned to the position, nor shall it be required to make the permanent appointment before the termination of the school year in which the vacancy occurs or the position is created.

B. Teachers who desire to apply for such vacant position shall file their application in writing with the Superintendent. Such vacancy shall be filled by the Board on the basis of fitness for the position as determined by the Administration. When two or more applicants are determined to be equal in fitness, the applicant with the greatest period of continuous service with the East Grand Rapids School System shall be given preference.

ARTICLE XI

PROMOTION TO VACANCIES OR NEW POSITIONS OUTSIDE THE BARGAINING UNIT

A. Whenever a vacancy occurs in any supervisory, administrative, or executive position outside the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association, or his designee, and the Association will provide for appropriate posting of said notice in every school building. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the Association President or his designee. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year.

B. Teachers who desire to apply for the position shall file their applications in writing with the Superintendent. The Board shall consider all applications, and shall make the permanent appointment as soon as is practicable. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board, and it is further recognized that the Board subscribes to the principle that promotions from within the unit are generally desirable.

ARTICLE XII

PHYSICAL EXAMINATION

A. Any person who is newly employed as a teacher in the East Grand Rapids Schools shall, before reporting for duty, be examined by a licensed physician who shall file a written report to the Superintendent of the teacher's physical condition on a form furnished by the Board. Employment in any position shall be contingent upon the teacher's physical fitness for his duties being approved by the examining physician.

B. Each teacher shall be examined every three years by his personal physician, and the results of such examination reported upon a form furnished by the Board. The examination report shall be returned to the Superintendent by November first of the year such examination is to be made. If the question of physical fitness is the determining factor in the reemployment of a teacher, the decision shall not be made until the Superintendent and examining physician confer relative to the physical condition of the teacher. Other or more frequent examinations may also be required by the Board.

C. Any teacher absent because of an extended or serious illness shall furnish the Superintendent, prior to his return to service, a statement from a licensed physician indicating that his health is satisfactory for return to his teaching duties.

D. The cost of each initial and triennial physical examination will be paid by the Board of Education up to Twenty Dollars (\$20.00). The Board will pay the cost of any other examination required by it.

ARTICLE XIII

PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS

When a teacher finds it is necessary to be absent from his regular teaching assignment because of illness, he will call the secretary to the Superintendent as soon as the need for a substitute is known.

ARTICLE XIV

LEAVE

The annual contract of every teacher shall become effective on the date he begins his service in the school, and at such time, unless otherwise herein provided, he will be entitled to the following leave provisions:

A. Personal Illness or Injury. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence, not to exceed a total of ten (10) working days in any one year, except where additional leave time has been accumulated. The ten (10) days of annual leave shall be credited to the teacher on the first day he reports for duty each school year.

At the beginning of every school year, each teacher shall be credited with the number of days of sick leave not used during the prior school year. The maximum number of days so accumulated shall be one hundred fifty (150).

If, at the beginning of any school year, a teacher is ill and unable to resume his teaching duties in this School System and such teacher had unused accumulated sick leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick leave days while he remains ill and unable to work, provided he is not otherwise employed, is not of retirement age and is not eligible for any benefits under Act 136 Public Acts of 1945. Such teacher shall not be credited with any additional annual sick leave days until he has returned to his teaching duties in this School System.

During any school year in which a teacher exhausts his accumulated sick leave days he will be entitled to an additional number of sick leave days equal to fifty per cent (50%) of the sick leave days he had accumulated at the beginning of the school year, and for absence because of sickness or injury during such additional period he will be paid at a rate equal to the difference between his salary and the established rate for substitute teachers for this extended period of illness.

When a teacher's accumulated and additional sick leave days are exhausted, any further absence will result in the full deduction of his prorated salary during the extended period of absence (the ratio of days of such absence to the number of paid contractual days (190) times the annual salary).

Any teacher whose personal illness extends beyond the period of compensation provided by the accumulated or additional sick leave provisions shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided, however, that such leave of absence shall not extend beyond a period of one (1) calendar year from the date of last payment unless extended by the Board. Any teacher on leave of absence without pay shall not be entitled to advancement on the salary schedule. Upon return from leave of absence, the Board will make every effort to return the teacher to the same or comparable job held by the teacher before going on leave although it is recognized that such assignment cannot be guaranteed.

Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated and additional sick leave days.

B. Illness, Death, or Approved Emergency Leave. Absence without loss of salary for up to a total of five (5) working days in any school year for each of the categories enumerated below shall be allowed:

1. Death in the teacher's immediate family.
2. Emergency illness in the teacher's immediate family.

The Board of Education, upon recommendation of the Superintendent, shall have discretion to grant emergency leave for death, illness, or other emergencies which are not specifically covered under the terms of this paragraph. Each day of any absence under this paragraph shall be charged against the teacher's sick leave days.

C. Absence for Personal Business. Each teacher will be allowed one day of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. An applicant for a personal business leave day need not be required to state the reason for such leave, but it is recognized that such requests shall be made as far in advance as possible. Such day of absence shall not be deducted from the teacher's sick leave days.

If it is believed by the Board, or its agents, that any teacher has abused this privilege, said belief shall be promptly transmitted to the Association. The Association shall immediately conduct its own investigation, and if it reports that the belief is well founded, the Board shall charge the teacher 1/190th of the teacher's salary.

D. Absence for other Reasons. When absent from duty for reasons not covered by this Agreement, but for reasons which are approved in advance by the Superintendent, the established rate of a substitute teacher shall be deducted from the teacher's base salary for a period not to exceed five (5) days in any school year, and thereafter the prorata deduction will be made.

E. Maternity Leave. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted, at the discretion of the Board, to complete the semester. The teacher shall be entitled to return from such leave at the beginning of any school year within two (2) years from the date of the commencement of the leave, provided however, that the Board, in its discretion, may refuse to allow such return for a period of twelve (12) months after birth. Upon such return the Board will make every effort to return the teacher to an assignment comparable to that held by the teacher before going on leave, although it is recognized that such assignment cannot be guaranteed. Any teacher returning from maternity leave shall not be entitled to advancement on the salary schedule for the period of absence.

F. Absence for Jury Duty. Any teacher summoned to jury duty shall be paid his full salary for each working day of absence, provided that the teacher pays the Board the jury fee less mileage expenses.

G. Compulsory Absence. Any teacher served with a subpoena resulting in involuntary absence shall be paid his full salary, provided that the witness fee less mileage expenses is paid to the Board.

H. Military Leave. Any teacher who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving East Grand Rapids' teaching service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

I. Leave for Graduate Study. A teacher on leave for a year's graduate study will be allowed a year's credit on the salary schedule provided he satisfactorily completes his graduate study.

J. Leave of Absence in General. Any teacher desiring a leave of absence heretofore described, or a leave of absence for any other reason not mentioned, shall apply in writing to the Superintendent indicating the period of proposed absence and the

reason therefor. Approval of all leaves and extensions shall be discretionary with the Superintendent or Board except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is without or with pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the teacher shall be credited with all accumulated and unused sick leave.

ARTICLE XV

RETIREMENT

Retirement is mandatory at the end of the school year in which the teacher attains the age of 65 years, or at the end of the preceding school year if the teacher attains the age of 65 years during a summer vacation.

ARTICLE XVI

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for emotionally disturbed children. It shall be the responsibility of the teacher to report immediately to his Principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any assault by a student on a teacher in connection with the teacher's employment shall be immediately reported to a Principal or the Superintendent.

C. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by the teacher against a student, the Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend him in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided, and the decision of the Board shall be final and conclusive.

D. Any teacher whose clothing is damaged or destroyed as a result of an assault by a pupil while the teacher is on duty in the school or on school premises shall be reimbursed for such loss by the Board.

ARTICLE XVII

PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE EDUCATIONAL PROGRAM

The Association recognizes that the cessation or interruption of professional services by teachers as defined in Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any cessation or interruption of professional services by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

If the Association disclaims in writing to the Board any responsibility for any cessation of professional services and directs its members in writing to resume their normal duties, it shall not be liable in any way. Teachers who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation may be the subject of arbitration.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher based upon an event which affects a condition of employment of a teacher or group of teachers and/or an alleged misinterpretation or misapplication of any of the provisions of this Agreement.

2. An "aggrieved person" is the teacher or teachers having a grievance.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions

to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

2. Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

2. Grievances shall be resolved as follows:

Level One

An aggrieved person shall first discuss his grievance with his principal, either by himself or in the company of the Association's School Representative, with the objective of resolving the grievance informally.

Level Two

If the aggrieved person is not satisfied with the disposition made at Level One or if no disposition is made within five (5) school days after such discussion, he may file the grievance in writing with his building Principal, with a copy to the chairman of the Association's Professional Rights and Responsibilities Committee. The Principal shall within five (5) school days after receiving the grievance give the aggrieved person his written answer, with a copy to the Professional Rights and Responsibilities Committee.

Level Three

(a) If requested in writing by the aggrieved teacher, the Professional Rights and Responsibilities Committee shall review the grievance and the answer, and if it desires, it shall refer the matter in writing to the Superintendent or his designated representative.

(b) If the written grievance is not referred to the Superintendent within thirty (30) days after the aggrieved person knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived. Any dispute as to whether a grievance has been waived shall be subject to arbitration.

(c) The Superintendent or his representative shall within ten (10) school days after receipt of the grievance from the Professional Rights and Responsibilities Committee meet with the aggrieved person and such other persons as the Superintendent designates to consider the grievance. Within four (4) school days after such meeting the Superintendent or his representative shall give to the aggrieved person and the Professional Rights and Responsibilities Committee a written disposition of the grievance if settlement was agreed upon or, if not, his answer to the grievance.

Level Four

If requested by the aggrieved person, the Professional Rights and Responsibilities Committee shall review the Superintendent's answer and, after such review, may within ten (10) days after the answer is given refer the grievance in writing to the Board. Within fifteen (15) school days after such referral, a committee of the Board shall meet with the aggrieved person and such others as it deems advisable for the purpose of resolving the grievance. The Board shall by official action make its answer to the grievance.

Level Five

(a) If requested in writing by the aggrieved person, the Professional Rights and Responsibilities Committee may, within fifteen (15) school days after the Board's answer, refer the grievance to arbitration by giving written notice to the Board of its desire to arbitrate.

(b) Grievances which do not involve the interpretation or application of specific terms of this Agreement may be processed through Level Four, but shall not be arbitrable.

(c) Within ten (10) school days after notice of desire to arbitrate is given, representatives of the Board and the Professional Rights and Responsibilities Committee shall meet to select an arbitrator. If unable to agree on an arbitrator, he shall be selected from a panel of five (5) names prepared by the Michigan Labor Mediation Board in accordance with its procedures.

(d) The arbitrator so selected shall hold the necessary hearing promptly and issue his decision within such time as may be agreed upon. His decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have power to decide only grievances involving the interpretation or application of specific terms of this Agreement and he shall have no power to alter, add to or subtract from any of the terms of this Agreement as written. His decision shall be binding on the Board, Association and aggrieved person.

(e) Costs for the services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

1. Nothing contained herein shall prevent any aggrieved person from presenting a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement. The aggrieved person may be represented at all stages of the grievance procedure by any person of his own choosing, except that he may not be represented by a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

2. Forms for filing and processing grievances shall be made available by the Board.

ARTICLE XIX

SALARY SCHEDULE

The attached salary schedule shall be effective for the 1966-67 School Year and shall be a part of this Agreement.

The salaries contained therein shall be full compensation for the services performed by the teacher for the school year as covered by this Agreement.

A. INTERPRETATION OF THE SALARY SCHEDULE

1. Master's Degree. Any teacher who secures a Master's Degree or its equivalent in semester hours (32) in a field acceptable to the Board from an accredited college or university shall be granted the additional increment on the schedule the semester following the furnishing of satisfactory proof of attainment of the degree or required hours.

2. MA plus 30 Semester Hours. Any teacher who completes 30 semester hours of acceptable graduate work beyond the credits for an earned Master's Degree shall be eligible for a salary on the M.A. plus 30 Semester Hours Schedule. The additional increment shall be granted on the schedule the semester following the furnishing of satisfactory proof of attainment of the required hours.

3. Prior Service Credit. Credit on the East Grand Rapids salary schedule will be allowed to those with satisfactory prior teaching experience up to a maximum of six years. Those with six or more years of acceptable prior teaching experience will begin on the seventh step on the salary schedule.

Credit on the salary schedule may be given at the discretion of the Superintendent up to maximum of two years for related business or educational experience. Total credit for all experiences (teaching plus related) shall not exceed six years.

4. Credit for Military Service. Credit on the salary schedule will be granted at the rate of one year for each two years in the Armed Services to those entering teaching in the East Grand Rapids School System. (Maximum six years, including prior teaching service credit.) Full credit on the salary schedule for each year or major portion thereof in the Armed Services will be granted those leaving East Grand Rapids' teaching service and returning thereto.

B. SALARY PAYMENTS

Salary payments will be made on alternate Fridays. Income Tax and retirement deductions will be made from all payments. Authorized deductions will be taken from all but two payments.

ARTICLE XX

PAYMENT FOR EXTRA DUTY ASSIGNMENTS

A. For extra-duty assignments outside the normal load, compensation shall be paid for the 1966-67 School Year according to the schedule for such assignments attached to and made a part of this Agreement. Contracts for such duties shall be entered into between the Board and the teacher on an annual basis. Assignment of extra duties will be made annually in the discretion of the Board.

B. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro rata share of the basic salary.

C. It is the Board's intent that, wherever practical, no teacher shall be given more than two extra-duty assignments during any school year.

ARTICLE XXI

SUBSIDY FOR GRADUATE STUDY

In order to encourage those members of the staff who desire additional training, the Board of Education will subsidize graduate training at an acceptable university or college during the summer vacation period to the extent of \$25.00 per semester hour earned, up to \$150.00 in any one summer.

Teachers taking approved courses during the school year will be reimbursed for tuition costs only.

To receive payment on the foregoing basis, the teacher shall obtain authorization in advance from the Superintendent and present evidence of successful completion of his studies. Forms for this purpose will be available in the school office.

ARTICLE XXII

MEDICAL CARE INSURANCE

An amount not to exceed \$9.30 per month will be paid for either Blue Cross or Michigan Education Association hospital

Insurance in behalf of each teacher who is a subscriber for either plan.

ARTICLE XXIII

LIFE INSURANCE

The Board agrees to provide \$2,000.00 term life insurance coverage for all teachers and to pay the entire cost thereof.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. The Board shall adopt, at the outset of the school year, the established rate of pay for substitute teachers, and said rate shall be transmitted to the Association.

B. Copies of this Agreement shall be prepared at the expense of the Board and presented to all teachers now or hereafter employed by the Board.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of this Agreement shall govern.

D. 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.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1966 and remain in effect until June 30, 1967. Upon written notice given on or before January 15, 1967, the parties agree to negotiate over a successor Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 13th day of June, 1966.

BOARD OF EDUCATION OF THE EAST
GRAND RAPIDS PUBLIC SCHOOLS

John M. Leidlein, President

Ann E. Avery, Secretary

EAST GRAND RAPIDS TEACHERS ASSOCIATION

Frank J. Kuta, President

James R. Chalmers, Chairman
Professional Negotiations
Committee

ERRATA

1. The second word in line 2 of the third paragraph of Article III should read "reasonable".
2. The next to last word in line 4 of the first paragraph of Article VII should read "practical".
3. The fifth word in line 2 of subparagraph (b) on page 16 should read "thirty".

EAST GRAND RAPIDS PUBLIC SCHOOLS

SALARY SCHEDULE - 1966-67

Step	Index	B. A.	Index	M. A.	Index	M. A. + 30 S.H.	Non-degree
1	1.00	\$5600	1.08	\$6048	1.16	\$6496	\$4575
2	1.035	5796	1.115	6244	1.195	6692	4725
3	1.075	6020	1.155	6468	1.235	6916	4875
4	1.125	6300	1.205	6748	1.285	7196	5100
5	1.175	6580	1.255	7028	1.335	7476	5325
6	1.225	6860	1.305	7308	1.385	7756	5550
7	1.275	7140	1.355	7588	1.435	8036	5775
8	1.325	7420	1.405	7868	1.485	8316	6000
9	1.375	7700	1.455	8148	1.535	8596	6225
10	1.425	7980	1.505	8428	1.585	8876	6450
11	1.475	8260	1.555	8708	1.635	9156	6675
12	1.525	8540	1.605	8988	1.685	9436	
13			1.655	9268	1.735	9716	
14							
15							
16							
17			1.70	9520	1.78	9968	
18							
19							
20							
21			1.745	9772	1.825	10,220	
22							
23							
24							
25			1.79	10,024	1.87	10,472	
26							
27							
28							
29			1.835	10,276	1.915	10,724	
29+							

EAST GRAND RAPIDS PUBLIC SCHOOLS

The following Salary Schedule Supplement for the B.A. degree will govern the salaries of all teachers who were at the thirteenth step and beyond on September 1, 1965. In accordance with Board policy* these teachers will continue at the same step.

Step	Index	B.A. Degree
13		
14		
15		
16	1.57	\$8792
17		
18		
19		
20	1.615	9044
21		
22		
23		
24	1.66	9296
25		
26		
27		
28	1.705	9548

*Elimination of Super-Maximum B.A. Degree - June 14, 1965

BE IT RESOLVED, that the super-maximum salary schedule for the B.A. degree be terminated, with the provision that teachers currently on the B.A. degree super-maximum be continued at their present step (1965-66).

Adopted June 14, 1965

EAST GRAND RAPIDS PUBLIC SCHOOLS

SCHEDULE OF EXTRA-DUTY ASSIGNMENTS

1966-67

I. Athletic Coaching

A. Varsity Coaches

1.	Football	\$750.00
2.	Basketball	750.00
3.	Swimming	600.00
4.	Wrestling	600.00
5.	Track	600.00
6.	Baseball	450.00
7.	Tennis	375.00
8.	Golf	275.00
9.	Cross Country	275.00

B. Varsity Assistant Coaches

1st.	Football	475.00
2nd.	Football	325.00

C. Reserve Coaches

1.	Basketball	425.00
2.	Football	400.00
3.	Swimming	300.00
4.	Wrestling	300.00
5.	Track	275.00
6.	Baseball	275.00
7.	Tennis	275.00

D. Reserve Assistant Coach

1.	Football	275.00
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E. Freshmen Coaches

1.	Football	325.00
2.	Basketball	325.00

F. Freshmen Assistant Coach

1.	Football	275.00
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G. Pre-School Football Practice 20.00 per day

II.	<u>Intramural Athletics</u>		
	Elementary	(per school)	\$275.00 Sept. -June
	Jr. High School Boys		110.00 Fall
			220.00 Winter
			110.00 Spring
	Sr. High School Boys		220.00 Winter
	Jr. High School G. A. A.		165.00
	Sr. High School G. A. A.		165.00
	Sr. High School Water Ballet		220.00
	Sr. High School Cheerleader Director		165.00
III.	<u>Guidance</u>		
	Director of Guidance, High School		495.00
	Counselor, Senior High School		355.00
	Counselor, Junior High School		440.00
IV.	<u>Publications</u>		
	Flintlock and Deadlock (combination)		385.00
	Interlochen		255.00
	Pioneer Echo		255.00
	Pioneer Yodel		255.00
V.	<u>Dramatics and Forensics</u>		
	Class Plays:		
	Junior Play		220.00
	Senior Play		220.00
	Student Show		220.00
	Senior High School Debate		220.00
	Senior High School Forensics		85.00
VI.	<u>Organizations</u>		
	Class Advisors:		
	Senior Class		330.00
	Junior Class		165.00
	Sophomore Class		85.00
	Freshmen Class		85.00
	Clubs		85.00 each
	-- Safety Sponsors (Elem. and Jr. High School)		165.00 each
	-- Elementary Student Council		140.00 each
VII.	<u>Miscellaneous</u>		
	Band		220.00
	Noon-hour Recreation and Supervision		
	Junior High School		
	Supervision and Recreation (Sept. -June)		630.00
	Cafeteria Supervision (Sept. -June)		330.00
	Senior High School		
	Recreation (Dec. -April)		220.00
	Supervision (Sept. -June)		330.00
	Night Library Work		4.40 per hour
	Driver Training		4.40 per hour