

June 30, 1971

East Grand Rapids

AGREEMENT

between

BOARD OF EDUCATION
of the
EAST GRAND RAPIDS PUBLIC SCHOOLS

and

EAST GRAND RAPIDS TEACHERS ASSOCIATION

July 1, 1969 - June 30, 1971

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A G R E E M E N T

This Agreement entered into this 9th day of June, 1969, 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, Assistant Superintendents, 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 Association and the teachers recognize that 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.

INSTRUCTIONAL POLICIES COUNCIL:

There shall be established an Instructional Policies Council for the purposes of improvement and coordination of the total instructional program and promoting better communication and understanding among members of the teaching staff, administration and the Board of Education.

Membership on the Council shall consist of four members appointed by the Association, four members appointed by the Superintendent of Schools, and two members appointed by the PTA Council president. One of the four appointed by the Superintendent shall include the Assistant Superintendent for Instruction, who will chair the Council. One or more alternates for the regular members may be appointed by the groups specified above. Parliamentary and voting privileges shall be limited to regular members or to alternate members attending a council meeting in the absence of a regular member.

The Council shall advise the Board and the Association on such matters as:

1. Curriculum. The curriculum of a particular discipline from elementary through secondary may be reviewed, revised, updated or otherwise amended. Consideration shall also be given the range of courses offered at each level or levels. Recommendations concerning teaching techniques and innovations and experimentation in teaching and learning may also be made.

2. Textbooks. The Association and teachers will continue to assume initial responsibility for the review and selection of textbooks.

3. Teaching Equipment and Building Design. The Association and teachers acknowledge their willingness to furnish resource personnel and staff evaluations, recommendations, and educational specifications in order to assist in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.

To accomplish the above functions, the Instructional Policies Council may appoint such standing committees and ad hoc committees as are deemed necessary. The Association and the teachers acknowledge their willingness and responsibility to serve in such a capacity.

Teachers serving on the Council or its sub-committees may be allowed released time, when approved in advance by the Superintendent of Schools or his designee, for such activities as meetings, or for attendance at conferences, seminars, and workshops, or to observe other instructional techniques or programs.

The foregoing committees, study groups, or council shall serve as advisory, consultative, and fact-finding bodies only, and failure of the Board to adopt any of the recommendations submitted shall not constitute the basis of a grievance.

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. New teachers will report for orientation purposes on the Thursday preceding Labor Day.

C. If adjustments are needed to fulfill the State of Michigan requirement of one hundred eighty (180) student instruction 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 prior to said meeting or meetings.

E. The school calendar shall provide for two days between the first and second semesters which shall be used primarily by the teachers for such purposes as completing records, grading papers, scoring tests, marking and distributing report cards, and generally planning and preparing for the ensuing semester. Staff meetings called by the administration shall be limited to the afternoon of the second day.

ARTICLE VI

THE SCHOOL DAY

A. The basic school day for all certified teaching personnel shall be from 8:00 o'clock in the morning until 4:00 o'clock in the afternoon or its equivalency. However, in the case of counselors, changes may be necessitated. Actual working hour for 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.

B. All teachers shall be entitled to a duty free, uninterrupted lunch period equivalent to a regular class hour but in no event less than sixty (60) minutes.

C. All teaching personnel agree to remain an additional hour after the basic school day for one day per week for professional meetings scheduled by the administration. It is further agreed that the Association shall be allowed the following times for purposes of holding Association meetings:

1. One hour during the preschool conference.
2. The fourth Wednesday of April.
3. The Fifth Wednesday of any month during which school is in session for five (5) Wednesdays.

D. The Association recognizes the valuable contribution made to the educational program by the Parent Teachers Association of East Grand Rapids 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 communications, 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. Only those complaints which are submitted in writing, called to the attention of the teacher and investigated by the administration shall be included in this file.

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 action permitted by the Michigan Teacher Tenure Act or 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 involuntary 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 \$.25 per trip not to exceed two trips per day 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.

C. The foregoing provisions shall not apply to extra duty assignments, except that such vacancies shall be posted by the building principal for five (5) school days.

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 (3) 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.

E. Each teacher shall meet the state requirements concerning the tuberculosis examination. Failure to comply with this requirement will result in time off without pay until the proper records are submitted to the superintendent's office. The Board will provide a date and place for such examination at its expense.

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, provided that for those teachers who use five (5) days or less of the ten (10) days provided in the preceding paragraph, there shall be added to the number of unused sick leave days one (1) day at the end of the 1969-70 school year and two (2) days at the end of the 1970-71 school year. The maximum number of days so accumulated shall be one hundred seventy-five (175).

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 have any additional annual sick leave days until

he has returned to his teaching duties in this School System, but at such time he shall be credited with ten (10) annual sick leave days which may be applied retroactively.

During any school year in which a teacher has begun his teaching duties and thereafter exhausts his accumulated sick leave days, he will be entitled to an additional number of sick leave days equal to fifty percent (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 teacher's annual base 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. 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 at least five (5) days in advance except in case of emergency. Such day of absence shall not be deducted from the teacher's sick leave days. The personal business day may not be used immediately before or following a vacation except by express approval of the Superintendent.

One (1) additional personal business day may be granted within the discretion of the Superintendent.

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 reply within ten (10) school days. If it reports that the belief is well founded, the Board shall charge the teacher 1/190th of the teacher's base annual 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.

*See Appendix I for interpretation.

E. Maternity Leave. A full-time teacher on continuing tenure shall be granted a maternity leave 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, such teacher may be permitted, at the discretion of the Board, to complete the semester. Such teacher shall, upon notice given to the Superintendent by the preceding April 1, 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 such 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 be advanced to the next higher step on the salary schedule, provided that she had taught for at least one semester in the year in which the leave was granted. Otherwise, she shall return at the same step she occupied when the leave began. In the event of a miscarriage, every reasonable effort shall be made to return such teacher to a comparable position as soon as practical.

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. Association Leave. The following leave days will be provided for officers or representatives of the Association for official business purposes:

1969-70 - five (5) days with no deduction plus five (5) days with the salary of the substitute deducted

1970-71 - five (5) days with no deduction plus six (6) days with the salary of the substitute deducted

The Association agrees to notify the Board at least five (5) days in advance of the date for intended use of such leave.

K. Conditions Applicable to all Leaves of Absence. Any teacher desiring a leave of absence heretofore described, or a leave of absence for any 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 unused sick leave which he had at the time the leave began but shall not be credited with sick leave days for the period of the leave of absence.

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

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board and its administrative officers recognize their responsibility to give reasonable support and assistance

to teachers with respect to the maintenance and control of discipline in the classroom. The teachers recognize that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is further recognized that when discipline problems occur, they may be dealt with most constructively by encouragement, praise and emphasis upon the child's desirable characteristics.

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 who are a disruptive influence. It shall be the responsibility of the teacher to report in writing immediately to his principal the name of any pupil who, in the opinion of the teacher, needs special assistance from skilled personnel. The Board will take reasonable steps to assist the teacher with respect to his responsibilities for such pupil.

A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full details of the incident.

A teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at school.

Suspension of pupils from school may be imposed only by a principal or his designated representative.

B. Any assault by a student on a teacher or his personal belongings 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 or property on his person is damaged or destroyed as a result of an assault by a pupil while the teacher is acting in line of duty in the school or on school premises shall be reimbursed for such loss by the Board.

E. There shall be no loss of pay for time lost by a teacher in connection with legal proceedings brought against the teacher as a result of his actions related to maintaining discipline provided that the teacher is not determined guilty of the criminal or civil charge as related to the incident.

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.

D. 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.

E. 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 1969-70 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 1969-70.

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. Intermediate Steps (B.A. + 20 S.H.; M.A. + 15 S.H.; M.A. + 30 S.H.; M.A. + 45 S.H.): Any teacher who completes twenty (20) semester hours of graduate level work approved by the Superintendent shall receive a salary on the B.A. + 20 Semester Hours Schedule. Any teacher who completes fifteen (15), thirty (30) or forty-five (45) semester hours of graduate level work beyond the credits for an earned Master's Degree and earned subsequently to the attainment of the Master's Degree which are approved by the Superintendent shall receive a salary on the M.A. + 15, M.A. + 30 or M.A. + 45 Semester Hours Schedule respectively. The additional increment shall be granted on the appropriate 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 three 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 1969-70 School Year according to Schedule of Extra Duty 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 prorata share of his base annual 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 approved in advance at any publically supported Michigan university by reimbursing the teacher for tuition costs. For graduate work taken out of state or at a private university, the reimbursement will be computed at the average cost of tuition at the University of Michigan, Michigan State University, and Western Michigan University.

When a teacher receives tuition reimbursement from a scholarship or foundation grant, the Board shall not be required to make duplicate payment in accordance with the above provisions.

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

The Board will pay up to \$25 per month toward the actual cost of providing medical care insurance in behalf of each full-time teacher who is a subscriber under either the Blue Cross-Blue Shield or the Michigan Education Association medical care insurance plans. Such contributions shall begin, in the case of new teachers, at the beginning of the insurance month immediately following the time they begin their teaching duties. Coverage will terminate on the effective date of resignation or on June 30 of the school year that the teacher leaves employment, whichever ever comes first. No changes and/or additions can be made after October 1 with the exception of family additions and/or deletions.

- a. A single person qualifies for individual membership under group provisions.
- b. Contribution shall not apply to loss of time benefits or any other optional benefits, such as life insurance, dependent life insurance, long term disability, or dental care.

ARTICLE XXIII

LIFE INSURANCE

The Board agrees to provide \$10,000 term life and \$10,000 accidental death insurance coverage for all full-time teachers for the school year. Such coverage shall begin, in the case of new teachers, at the time they begin their teaching duties. Coverage will terminate at the end of the insurance month following the end of the school year for teachers who do not return the following school year.

ARTICLE XXIV

REDUCTION OF PERSONNEL

Should a reduction in the number of teachers employed by the Board become necessary, the Board will retain those teachers qualified for existing teaching positions with permanent teaching certificates having the longest service in the district. The

Board will use its best efforts to assist all released teachers to secure employment in other school districts. Nothing herein shall relieve the Board from fulfilling any contractive obligation pursuant to the provisions of the Michigan Teacher Tenure Act.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Part-time teachers whose daily duties regularly extend for at least one-half (1/2) day, or its equivalent, at the elementary level or three (3) hours at the secondary level shall receive one-half (1/2) the amount of the medical care and life insurance benefits provided a "full-time" teacher.

B. 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.

C. 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.

D. 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.

E. 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.

F. In the event a part-time teacher is subsequently employed on a full-time basis, his position on the salary schedule and his sick leave days shall be adjusted proportionately to reflect such changed status, e.g. a teacher who has taught half-time for four (4) years will be credited with two (2) years of service for salary purposes and be given credit for one-half of the number of the unused sick leave days he had accumulated on a half-time basis.

G. For the purposes of this Agreement, a "full-time teacher" is a teacher under contract whose duties in the School System regularly extend for the entire basic school day.

H. During the negotiations leading up to this Agreement each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1969 and remain in effect until June 30, 1971, provided that Articles V, XIX, XX and XXII only shall be renegotiated for 1970-71. Upon written notice given on or before January 15, 1971, 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 9th day of June, 1969.

BOARD OF EDUCATION OF THE EAST
GRAND RAPIDS PUBLIC SCHOOLS

William O. Vandenberg, M.D., President

Marion H. Branston, Secretary

EAST GRAND RAPIDS TEACHERS ASSOCIATION

Charles R. Thompson, President

Paul E. Claesson, Co-Chairman
Professional Negotiations Committee

Nancy J. Williams, Co-Chairman
Professional Negotiations Committee

EAST GRAND RAPIDS PUBLIC SCHOOLS
Kent County, Michigan

SCHEDULE OF EXTRA-DUTY ASSIGNMENTS
1969-70

	<u>Percent of Base</u> (1st step B. A.)	<u>Amount</u>
I. <u>Athletic Coaching</u>		
A. <u>Varsity Coaches</u>		
1. Football	18	\$1296
2. Basketball	18	1296
3. Swimming	14	1008
4. Wrestling	14	1008
5. Track	13	936
6. Baseball	12	864
7. Tennis	11	792
8. Golf	8	576
9. Cross Country	8	576
B. <u>Varsity Assistant Coaches</u>		
1. 1st Football	11	792
2. 2nd Football	8	576
C. <u>Reserve Coaches</u>		
1. Basketball	9.5	684
2. Football	9	648
3. Swimming	7	504
4. Wrestling	7	504
5. Track	6.5	468
6. Baseball	6.5	468
7. Tennis	6.5	468
D. <u>Reserve Assistant Coach</u>		
1. Football	6.5	468
E. <u>Freshmen Coaches</u>		
1. Football	7.5	540
2. Basketball	7.5	540
F. <u>Freshmen Assistant Coach</u>		
1. Football	6.5	468
G. Pre-school football practice - per day		25

	<u>Percent of Base</u> (1st step B. A.)	<u>Amount</u>
II. <u>Intramural Athletics</u>		
Elementary - Sept. - June - per school	4.5	\$324
Jr. High School Boys - Fall	1.8	130
- Winter	3.6	259
- Spring	1.8	130
Sr. High School Boys - Winter	3.6	259
Sr. High & Jr. High G. A. A. - each	2.7	194
Sr. High Water Ballet	3.6	259
Sr. High Cheerleader Director	2.7	194
III. <u>Guidance</u>		
Director of Guidance - Senior High School	8.1	583
Counselor	5.8	418
IV. <u>Publications</u>		
Flintlock and Deadlock (combination)	6.3	454
Interlochen	4.2	302
Pioneer Echo & Pioneer Yodel - each	4.2	302
V. <u>Dramatics and Forensics</u>		
Senior Play, Junior Play, Student Show - each	3.6	259
Senior High School Debate	3.6	259
Senior High School Forensics	1.4	101
VI. <u>Organizations</u>		
Class Advisors: Senior Class	5.4	389
Junior Class	2.7	194
Sophomore & Fresh. - each	1.4	101
Clubs - each	1.4	101
Safety Sponsors (Elem. & Jr. High) - each	2.7	194
Elementary Student Council - each	2.3	166
VII. <u>Miscellaneous</u>		
Band	3.6	259
Noon-hour Recreation and Supervision		
Jr. High Supervision and Recreation		
September - June	10.3	742
Jr. High Cafeteria Supervision		
September - June	5.4	389
Sr. High Recreation - December - April	3.6	259
Sr. High Supervision - September - June	5.4	389
Night Library Work - per hour	.072	5.18
Driver Training - per hour	.072	5.18
Director of Student Activities	10.0	720
Ticket Manager for Athletics	6.1	439
Department Heads		
Periods per week in department		
50- 99	3.0	216
100-149	5.0	360
More than 149	7.0	504

INTERPRETATION OF PERSONAL BUSINESS DAY

The following statement was approved by the Executive Board of the East Grand Rapids Teachers' Association on March 4, 1965, and submitted as a guide for interpreting the use of the personal business day:

PERSONAL BUSINESS DAY

In 1960-61 when the Professional Problems Committee of the Teachers Association requested that a teacher be allowed to use one day of sick leave per year for a personal business day, the committee had the following in mind:

The personal business day would be used for transacting personal business or attending to affairs of a personal nature that could not be done on a week-end or outside the school day. We used as examples: legal affairs and/or business transactions where we were dealing with people or places that do not usually carry on business on week-ends or after the normal school day. Also included in our discussion were very personal obligations of a moral nature, such as appearance in court as a witness, death and funerals of very close associates, that were not normally covered by our sick leave policy.

It was not our intent to make a restrictive list of valid reasons for use of the personal business day. It was our intent, however, to indicate to the Board through the above-mentioned examples the types of things we thought were reasonable when requesting this day.

At no time did we as a committee representing the Teachers' Association consider that this day would be used as a personal pleasure day or a day to be used indiscriminately under the guise that whatever it was used for was personal to the person involved.