

8-31-70

1969-70

MEA MEA OFFICE
Godwin Heights
4020 Eastern Ave. S.E.
Grand Rapids, Mich. 49508
REC'D
DEC 9

1969-1970 AGREEMENT

THIS AGREEMENT entered into this 17th day of November, 1969, by and between the School District of Godwin Heights Public Schools, the City of Wyoming, Michigan, hereinafter called the "Board", and the Godwin Heights Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Godwin Heights 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 members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IN CONSIDERATION OF THE MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE I
Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel (including nurses), whether under contract, on leave, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent for Business, Principals of Elementary and Secondary Schools, Assistant Principals, Business Office Manager, Director of Community Schools, Assistant Director of Community Schools, Director of Student Instructional Service Centers, Administrative Assistant to Superintendent, Physical Education Coordinator and all per diem employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teacher shall include female teachers.

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

C. The Board agrees that neither the Board nor its agents shall contribute to the creation or growth of a rival teacher organization.

MEA
1216 Kandalah
East Lansing, Mich.
9/1/69 - 8/31/70

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Godwin Heights Public Schools

ARTICLE II
Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with the respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes that the Association has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and, further, the Board agrees to be bound by any lawful order, or award of such agency or arbitrator.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. No charge shall be made for the use of school rooms before the commencement of the school day nor until 10:30 P.M. Arrangements shall be made with the administrator in charge of scheduling use of buildings.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided material is not detrimental to Board and Association relationship and all expendable materials will be furnished by the Association.

E. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in teachers' lounge in each school building. The Association may use the district internal mail service and teacher mail boxes for communications to teachers.

F. The Board, through the superintendent's office, agrees to furnish to the Association in response to reasonable requests from time to time received, all available information, in form maintained by the Board, concerning the financial resources of the Board, tentative budgetary

requirements and allocations and such other information as will assist the Association in developing reasonable, responsible, accurate, informed and constructive programs on behalf of the teachers, together with such available and legally non-confidential information which may be necessary for the Association to process any grievance or complaint.

G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

H. Consistent with the Code of Ethics of the Education Profession membership in the Association shall be open to all teachers regardless of race, creed, religion, color, national origin, age, sex or marital status.

I. The Board shall notify the President of the Association of a pending change or adjustment in an individual teacher's contract, if said change or adjustment results from the establishment of a new position, or the reassignment of a teacher, or an extension of services previously contracted, or other changes which would produce contract change. During the summer recess the President of the Association shall advise the Superintendent as to which officer of the Association reports are to be made, if the President is not immediately available to furnish prompt reply.

J. The Board recognizes the desirability and right of a principal to grant permission to an individual teacher to leave his assigned building during the teacher's normal school day.

ARTICLE III Board Rights

A. The management of the school system, including the right to hire, suspend or discharge for cause, except as expressly limited by this Agreement and/or the Statutes of the State of Michigan, the right to transfer, to make and enforce reasonable Board policies, rules and regulations, and in general all other functions of management, are hereby reserved to and vested exclusively in the Board.

B. The Association specifically recognizes that the Board has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and, further, the Association agrees to be bound by any lawful order or award of such agency or arbitrator.

ARTICLE IV
Member Fees and Payroll Deductions

A. At the present time the legality of requiring teachers to join the Association or pay it a representation fee in an amount equivalent to its regular dues is unsettled. If, during the life of this Agreement, the Legislature or the appellate courts determines that the following arrangement is unlawful, the Board agrees that it shall not be a condition of employment that all teachers who presently are employed or to be employed for the 1969-70 school year shall become and/or remain members of the Association or pay to the Association a representation fee in an amount equivalent to the Association's regular dues.

B. The foregoing provisions shall be implemented at the beginning of the 1969-70 school year:

1. Such teacher may elect to join the Association and pay the periodic (GHEA, MEA, NEA) dues either directly to the Association or by authorizing the deduction of such amounts from his salary, or
2. Such teacher may elect not to join the Association but to pay it a representation fee in an amount equal to its dues (GHEA, MEA, NEA) either by direct payment to the Association or by authorizing the deduction of such amounts from his salary.

C. If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board by filing formal charges and requests it to institute dismissal proceedings in accordance with the Michigan Tenure Act, the Board shall give such teacher notice that his employment will not be continued after the end of the current school year. Such teacher's employment will be continued in normal fashion until the end of the school year.

D. It is agreed that with respect to any teacher, failure or refusal to comply with such provision constitutes just cause for dismissal at the end of the present school year.

E. In the event the Board, acting on the formal charge filed by the Association, discharges or attempts to discharge a teacher for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Board's negligence.

F. The Board shall make payroll deductions upon written authorization from teachers for annuities, extended insurance benefits, credit union, and any other plans or programs approved by the Board.

G. The teacher's annual salary shall be spread over the entire year in twenty-six (26) equal payments or, upon written request, over the school year. Accrued salary may be paid in full if a written request is made by the teacher at least two (2) weeks in advance.

1. Teacher's retirement, F.I.C.A. and Federal Withholding Tax are required deductions and will automatically be taken from gross earnings each payday.
2. A deduction is made for the Board sponsored insurance plan for employees.
3. If a staff member leaves the District during the contract year, the contract is pro-rated and the balance due is paid on the next regular payroll after termination of employment.
4. Salary payments which are spread over July and August and which are earned salary on the prior year's contract will be paid every two weeks during said months. The employee has the option of drawing these earnings in a lump sum. If a lump sum is desired, it is desired that the employee will so notify the business office prior to June 30.

H. All teachers, as a condition of continued employment, shall cause to be paid to the Association, directly or by payroll deduction, the membership dues and assessments of the Association (including the NEA and MEA), or, in the case of those teachers not members of the Association, a fee equivalent to the dues and assessments of the Association (including the NEA and MEA). The Board shall deduct the aforesaid dues and assessments of the Association (including the NEA and MEA), or their fee equivalent, only upon the receipt from each teacher of an assignment authorizing deduction of membership dues, and signed by the teacher. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of given year.

I. Deductions shall be equally divided between the first pay period of November and December.

J. The Board shall not be held liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of the monies involved.

ARTICLE V Teaching Hours

A. A teacher shall report at his assigned school building at 8:00 A.M. A teacher shall not leave the school earlier than 3:00 P.M. ($\frac{1}{2}$ hour lunch period) or 3:30 P.M. (1 hour lunch period). A teacher shall be available at his assigned place of duty a sufficient period of time prior to and after the close of the pupils' school day. Exceptions may be granted by the building administrator.

B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and five preparation periods or not to exceed five periods of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article.

C. Elementary teachers shall be provided one fifteen minute relief period (recess) each day except when conditions do not permit as determined by building principal. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Whenever the teachers from the special areas of music, physical education and art are absent, substitute teachers shall be provided.

D. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, counsellors, all special education teachers, and elementary teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.

E. Wherever it is possible, the administration will secure either teachers or qualified lay persons on a paid basis for handling noon hour duty. However, if it is impossible for the administration to find qualified lay people or teachers willing to assume noon hour duty on a paid basis, then teachers will be assigned as in previous years at no pay.

F. If a secondary teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at the rate of \$5.50 per hour.

G. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration and fact-finding, shall be released from regular duties without loss of salary or days deducted from leave days.

H. The Board agrees that at no time (except for an emergency) shall a non-certificated person be used as a substitute for a certificated teacher in a classroom, including any such place pupils meet for class purposes.

I. The Board and Association recognize as a goal the need for a school diagnostic psychologist, one secondary counselor for every 250 members of the secondary student body, at least one elementary counselor for each elementary school building, one school social worker for every 1800 students, and one school psychometrist. Implementation of these goals will be determined by the Board of Education.

ARTICLE VI
Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil - teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be adjusted wherever possible to meet the following goals:

Early Elementary	20
Later Elementary	24-26
Secondary	25-30

Whenever these goals are exceeded, the teacher involved may request a review with the Joint Instructional Council.

C. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid classroom teachers in the preparation of instructional material.

E. Upon the request of the Association, vending machines may be installed in the teachers' lounge and lunchroom facilities. The vending machines may be of beverage and/or food dispensing.

F. Adequate off-street paved parking facilities shall be provided and properly maintained.

G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing.

H. Scheduling classes is a responsibility of the building principals. It is agreed the administration will confer with and use the knowledge of staff members in an effort to develop schedules which are best suited to meet the educational needs of the students.

ARTICLE VII
Department Chairmen

A study will be made by administration during the 1969-70 school year as to the possibility of selecting department chairmen in the Junior and Senior High School and making this a paid responsibility. Included in the study will be system grade chairmen and secretaries.

ARTICLE VIII
Professional Qualifications and Assignments

A. Teachers shall be assigned to teaching assignments within the scope of their teaching certificates or their major or minor fields of study; provided, however, that teachers may be assigned to a teaching assignment outside the scope of their teaching certificate or major, or minor fields of study only if such assignment is temporary and for good cause.

B. All teachers shall be given written notice of their tentative schedule for the forthcoming year no later than the first day of June. In the event that changes in such schedules are proposed, teachers affected shall be consulted. Changes in teachers' schedules should not be made later than the 15th day of August preceding the commencement of the school year.

C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B-2 and Schedule B-3, and summer school course, shall not be obligatory but shall be with the consent of the teacher. Due consideration will be given to tenure teachers regularly employed in the Godwin District, provided they make application.

ARTICLE IX
Vacancies, Promotions and Transfers

A. The Board recognizes that it is desirable, in making assignments, to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests not granted shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position shall be considered vacant.

C. The Board declares its support of a policy of filling vacancies, and newly created positions, including vacancies in supervisory positions and supplementals, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and shall promptly post notice of same in each building on teacher bulletin boards for no less than five (5) teaching days during the school year or two (2) weeks during vacation time up to August 15 before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district. Any newly created professional position shall be posted, as above, with accompanying job description and qualifications.

D. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

E. Should conditions make necessary a general reduction in number of teachers employed by the Board, the Board shall, in accordance with the statutes of the State of Michigan, retain those tenure teachers with permanent teaching certificates having longest service in the District, provided such teacher is properly qualified in the opinion of the Administration.

F. In making involuntary assignments in transfer, the convenience and wishes of the individual teacher 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.

ARTICLE X Illness or Disability

A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for personal illness, injury, and bereavement. However, sick leave is earned at the rate of one day per month and no employee shall leave the employ of the system having been compensated for more sick leave than earned. Exceptions to this rule to be

approved by building administrator. The unused portion of such allowance shall accumulate from year to year without limitation.

Sick leave may be used for the following:

1. Personal illness or injury which renders the teacher temporarily unfit for service;
2. Illness in the immediate family not to exceed three (3) consecutive calendar days (spouse, child, parent);
3. Five (5) consecutive calendar days because of death in the immediate family (spouse, child, parent, brother, sister, grandparents, mother-father in-law);
4. Funeral attendance of one (1) day;

B. In the event the Association would request the privilege of voluntarily donating sick leave days to a member, the Board would give this due consideration.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay, for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher with Board approval.

D. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under Michigan Workmen's Compensation Act for the duration of such absence.

E. Cumulative sick leave shall terminate at the severance of employment.

ARTICLE XI Leave Days

A. Monies are budgeted in each school for attendance by staff at professional conferences. Visitation to other educational programs or participation in professional conferences must be applied for and approved by your building principal. Such days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars.

The teacher shall file a written report, within one week of his attendance at such visitation, conference, workshop or seminar.

B. Personal Business Leaves:

The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore

mentioned. The Board agrees that a maximum of two such leave days may be used under the following conditions:

1. Each building shall be limited each day to one teacher on leave for every 25 teachers or major fraction thereof. Administrative units of less than 25 teachers or major fraction thereof shall be limited to one person on leave each day. Exceptions to exceed this policy may be made upon approval of the Superintendent of Schools.
2. Such leave shall not be granted for the first working day preceding or following a vacation period (exceptions: graduation exercises for the immediate family; honor convocation honoring the teacher, and/or military departure of a son).
3. Such leave shall be deducted from accumulated sick leave and shall be granted only when sufficient sick days have been accumulated to cover the leave.
4. This leave is for personal reasons. Therefore, notification to the building principal forty-eight (48) hours prior to the anticipated leave date is all that is necessary in requesting such leave.

C. A teacher subpoenaed for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such a teacher shall not be charged with loss of personal sick leave, or professional or personal leave allowance.

D. In extreme cases of absence not covered by this Agreement, twenty-seven dollars (\$27.00) shall be deducted from said teacher's salary for a period not to exceed five (5) days in any school year, and thereafter the current pro-rata deduction will be made by dividing his yearly salary by the number of teacher attendance days as set forth in this Agreement. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, for fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period (exceptions: graduation exercises for the immediate family; honors convocation honoring the teacher, and/or military departure of a son). Any unexcused absence will be deducted at full rate of pay.

ARTICLE XII
Sabbatical Leave

A. Sabbatical Leave

Teachers who have been employed by the Board for seven (7) years may, at the discretion of the Board, be granted a sabbatical leave for one (1) year, provided, however, that the number of teachers on sabbatical leave in any one school year shall not be in excess of one (1%) percent of the total number of teachers employed by the Board during the school year in which the sabbatical leave is taken excluding replacements for such teachers on sabbatical leave. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) of his annual salary rate.

1. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule B-1, attached hereto;

2. A teacher receiving sabbatical leave shall return to the school system for at least three (3) years following said sabbatical leave.

3. Approval of a sabbatical leave by the Board shall be contingent upon the Board's securing a teacher qualified to assume the applicant's duties.

4. Each teacher shall sign the following agreement prior to receiving a sabbatical leave.

AGREEMENT

I, _____, do hereby promise to repay the monies paid me by Godwin Heights Public Schools during my sabbatical leave if for any reason I do not fulfill my obligation to return to the Godwin Heights Public Schools for a period of at least three (3) academic years following said sabbatical leave. I agree that payment shall be made by me on the basis of three and one-half (3½) percent of my total sabbatical leave salary for each month of the unexpired portion of the three years required service following the expiration of sabbatical leave, but not to exceed the total amount received in sabbatical leave salary.

Date

(Applicant's Signature)

Date

(Notary's Signature)

Acknowledged: _____
(Superintendent)

ARTICLE XIII
Unpaid Leave of Absence

A. A leave of absence without pay shall be granted to a teacher on continuing tenure status for a period of not to exceed one year for the following reasons:

1. Study related to the teacher's licensed field;
2. Study to meet eligibility requirements for a license other than that held by the teacher;
3. Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment and sick leave accumulation occurring during such period shall be allowed.

B. A one (1) year maternity leave, without pay, shall be granted to a teacher on continuing tenure status, commencing no later than the end of the fifth (5th) month of pregnancy, except that such teacher may, upon recommendation of the Superintendent and submission of written statement of good health from her physician, be permitted to complete the semester. An additional year leave may be granted upon application.

C. The Board of Education may grant to a teacher, without request from said teacher, a sick leave because of physical or mental disability for a period not to exceed one year. Any continuing tenure teacher placed on such unrequested sick leave shall have the right to a hearing with the Council. The teacher on unrequested sick leave shall receive his accumulated sick leave until it has been exhausted.

D. No leave of absence or sick leave, requested or unrequested, shall terminate the acquired continuing tenure status of a teacher.

E. A leave of absence of up to two (2) years shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Any teacher on such leave shall not forfeit his accumulated leave days.

ARTICLE XIV
Academic Freedom

A. Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill

of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged, provided adopted curriculum and courses of study are adhered to.

B. Any teacher accused of the improper use of academic freedom may be dismissed only after proof of the alleged impropriety has been provided. Any allegation found to be untrue shall be completely removed from the teacher's record and any changes that may have been made in that teacher's status shall be immediately restored.

ARTICLE XV Teacher Evaluation

A. Pursuant to Act No. 4 of the Public Schools Act, as amended in 1964 ("Teacher Tenure Act"), all teacher evaluation procedures shall follow the tenure policy set forth in Appendix A which is attached to and made part of this Agreement. Such policy shall remain in effect during the term of this Agreement.

B. All monitoring or similar surveillance devices for observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association shall, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

- Annual TB report and required medical information.
- All teacher evaluation reports, both formal and informal.
- Copies of annual contracts.
- Teacher certificate(s).
- Letters of commendation.
- A transcript of academic record.
- Tenure recommendations.
- Record of voluntary extra curricular school activities.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or regulations governing discipline or delinquency in professional performance. When a request for such representation is made by the teacher no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE XVI
Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or wellbeing or is personally demeaning.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

C. The Association recognizes that abuses of sick leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Complaints regarding alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association.

D. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XVII
Professional Improvement

A teacher who holds a Michigan Permanent Certificate, or who is eligible and has applied for such a certificate, may be reimbursed for tuition paid by the teacher while in the employ of the Board for credit earned subsequent to becoming eligible for permanent certification, provided:

1. Maximum tuition reimbursement to any teacher shall be limited to thirty (30) graduate semester hours of work on each graduate program approved by an accredited university or college.
2. Tuition will not be paid by the Board when such tuition has been paid by the Federal Government, charitable foundations or similar institutions.

3. It is understood that it is the individual teacher's responsibility to provide the superintendent's office with satisfactory proof:
 - a. That the courses taken were part of an approved graduate program of an accredited university or college.
 - b. That the tuition was paid by the teacher and in what amount.
 - c. That the courses taken were satisfactorily completed by the teacher.Said proof to be presented by the teacher prior to the thirtieth day of September.
4. Tuition reimbursement shall be made promptly following the regular October meeting of the Board of Education in each year for all approved credits earned during the preceding twelve month period, provided proof is given as above stated.

ARTICLE XVIII
Maintenance of Standards

A. This Agreement shall supersede any rules, regulations or practice of the Board and/or the Association which may be contrary to or inconsistent with its terms but shall maintain those rules, regulations or practices already in existence which are not in conflict. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract executed for the contract year and thereafter during the term of this Agreement. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. The administration shall not interfere with, restrain or coerce any teacher in the exercise of his right to organize, form, join or assist in labor organization, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their employers to representatives of their own free choice. Nor shall the duties or responsibilities of any teacher so engaged be increased or altered for reason of serving on the negotiation team.

The Association agrees that members negotiating for the Association will be expected to perform the normal duties connected with their assignment and will not be excluded from needful administrative adjustments in personnel assignments necessary in the operation of the school system.

ARTICLE XIX

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district or in circumstances where an act of God makes it necessary to reduce operations.

D. Before the Board makes any necessary reduction in personnel, the Association may request consultation with the administration and Board regarding effects of such reduction. This shall include, but not be limited to, such problems as the criteria used for the determination as to who shall be discharged or laid off and the re-employment rights of such persons.

ARTICLE XX

Continuity of Operations

A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act. In all cases where the GHEA feels an unfair labor practice has been committed, the Association shall file with the Michigan Employment Relations Commission.

B. In the event that weather conditions warrant the closing of school early or cancelling school for the day, the Board agrees to notify the local radio and television stations as soon as possible on such mornings that school shall be cancelled for both students and all school personnel, and teachers shall not be required to report for duty.

ARTICLE XXI
School Calendar

A. For the term of this Agreement, the school calendar shall be set forth as follows. There shall be no change or deviation in the calendar except upon mutual agreement of both parties.

<u>Calendar</u>	
Sept. 2	Teachers report - no students
3	Full attendance
Oct. 24	M.E.A. Day
Nov. 27-28	Thanksgiving Vacation
Dec. 20 to Jan. 5	Christmas Vacation
Jan. 5	School Resumes
Jan. 23	1/2 day for records
Mar. 27	1/2 day Good Friday Vacation
to Apr. 6	Easter Vacation
Apr. 6	School Resumes
May 29	Memorial Day Vacation
June 11	1 day records day - No students
12	Students pick up cards (1/2 day) - Teachers leave at noon.
Calendar -	185 teacher attendance days 182 student instruction days

ARTICLE XXII
Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B-1 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All teachers shall be given full credit on the Salary Schedule for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. This shall not include longevity on the Salary Schedule, longevity credit shall not be granted to any teacher until they have taught in the Godwin Heights District for ten (10) years. This provision applies to all teachers new to the system employed under this contract and shall not be retroactive.

C. Teachers involved in extra duty assignments set forth in Schedule B-2 and B-3 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance in accordance with Board policy. The same allowance shall be given for the use of personal cars for field trips or other business of the district.

E. The Board agrees to pay a substitute teacher twenty-seven dollars (\$27.00) a day for substituting for a certificated teacher. In the event a substitute is a fully certificated teacher possessing either a provisional or permanent teaching certificate and has the same class for more than ten (10) school days, said substitute shall be paid for the first ten (10) school days at the regular substitute rate, starting on the eleventh (11th) school day, and each successive day thereafter, shall be paid on a pro rata basis as provided in A. of this article, Salary Schedule step to be determined on the basis of which step said substitute would be on if they were an employed teacher on the staff. In no case shall a substitute teacher be employed on a day to day basis to replace a teacher who has left the system before the end of a semester unless it is a period not to exceed two (2) weeks prior to the end of a semester.

F. The salary of any school nurse(s), shall be determined by the Board on recommendation of the Superintendent of Schools. Hours and working conditions shall be as agreed upon by the nurses as stated in the Board minutes of May 12, 1969.

G. The salary of a teacher hired with educational training in excess of the Educational Specialist degree or thirty (30) semester hours beyond the Master's degree shall be determined by the Board.

ARTICLE XXIII Insurance Protection

A. The Board agrees to furnish without cost to the teacher insurance protection for themselves, and their families, if so stated by the teacher, health insurance, income insurance, dental insurance or life insurance, up to the amount of Twenty-five (\$25.00) dollars per month for tenure teachers and Fifteen (\$15.00) dollars per month for probationary teachers. The type and amount of insurance shall be designated by each teacher within the first full month of employment after ratification of contract. Any insurance coverage premiums that exceed the Twenty-five (\$25.00) Dollars a month for tenure teachers and Fifteen (\$15.00) Dollars a month for probationary teachers, as provided by the Board, shall be made by the payroll deduction method.

B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted

participation and coverage. The amount of the premium paid by the Board of Education shall be discontinued on July 1st for any teacher not returning the following school year.

C. One of the carriers selected shall be the MESSA Insurance Plan.

D. The Board will provide without cost to the teacher, public liability and accident coverage in an amount of not less than \$100,000 for each accident that may occur in the course of the teacher's school sponsored duties.

ARTICLE XXIV
Special and Student Teaching Assignments

A. Teachers shall be informed of a telephone number they shall call by 7:00 A.M. to report unavailability for work. The Board agrees to provide a twenty-four (24) hour answering service for said number. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day of not more than six (6) hours the sum of Twenty-seven (\$27.00) Dollars per day.

B. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of A.B. Degree in academic preparation who voluntarily accept the assignment.

C. The Board agrees to, in so far as possible, use monies made available to the District by the Placing University for the purchase of Professional Books and Periodicals.

ARTICLE XXV
Student Discipline and Teacher Protection

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 the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report 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. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another in accordance with school code M.S.A. 15.3775-3757 and Board policy.

C. A teacher may temporarily exclude a pupil from class 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 student shall be sent immediately to his principal's office and the teacher shall furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.

D. Any instance of assault upon a teacher while in the performance of his assigned teaching or additional assignment contract duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the investigation, prosecution and disposition of the matter by the proper authorities.

E. Time lost by a teacher in connection with such assault or such criminal or civil action by reason of disciplinary measures imposed by the teacher upon a student, shall not be charged against said teacher unless he is adjudged guilty by a court of competent jurisdiction.

F. The Board shall reimburse teachers for any malicious damage or destruction of personal property of the teacher necessary for the fulfillment of teacher duties while on duty in the school or on or off the school premises in the line of duty.

G. Any written complaints by a parent or other persons in the community directed toward a teacher shall be promptly called to the teacher's attention by the building principal and disposition of the complaint shall become a part of the teacher's record.

H. Teachers shall exercise reasonable care with respect to Board property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage to or loss of such property.

ARTICLE XXVI Joint Councils

A. Instructional Council

1. The Instructional Council shall have the responsibility to initiate and recommend those policies which affect and determine the instructional program. The members of the council shall establish criteria for judgment of programs.
2. The Council shall be composed of five (5) highly qualified teachers to work with five (5) highly qualified administrators and the assistant superintendent for instruction shall be an ex officio member. The five (5) teacher members, one (1) from each building, shall be selected by the building staff and the administrators shall be appointed by the Superintendent.

3. Instructional Council appointments by buildings shall be made the first week in April and shall be effective until the following April. (Exception: the 1969-70 Instructional Council committee shall be selected immediately upon ratification of the 1969-70 contract.)
4. The Council shall meet on a regularly scheduled basis as determined by the Assistant Superintendent for Instruction. Classroom substitutes for teachers, where needed, will be provided by the Board.
5. The Council may consult with members of the community, students and subject area specialists, and shall have the responsibility to appoint subcommittees and develop recommendation of policies which will lead to improvement of instruction.
6. The sub-committees shall meet as directed by the Council and shall make regular reports of their findings to the Council.
7. Final recommendations of the Joint Council shall be given to the Assistant Superintendent for Instruction for consideration and/or implementation in accordance with Board policy.
8. Council shall operate within the established budget allotted for the Council unless prior approval is given by the Superintendent.

B. Executive Council

The Executive Council shall be charged with the responsibility of meeting for the purpose of discussing problems arising under the Master Agreement. Such discussions shall not include grievances actually filed by the Association or its members. The Executive Council shall consist of members of the Board negotiating team and the G.H.E.A. negotiating team to be chosen by the respective teams. Regular monthly meetings shall be scheduled to discuss school problems of legitimate concern. The date for the meeting shall be the third Monday of each month. The time and place shall be by mutual agreement of both parties.

ARTICLE XXVII
Grievance Procedure

A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation, or misapplication of this Agreement relating to wages, hours, and other terms and conditions of employment, may file a written grievance with the Association or the Superintendent as a representative of the Board.

B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by an Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure, such grievance to be signed by the grievant and a representative of the Association. A copy of the grievance shall be delivered to the principal or principals and the Superintendent.

D. Such written grievance shall be filed with the Association or Superintendent in the case of filing by the Association, and written notice of such filing shall be given to the Superintendent within fifteen (15) days after the occurrence or last circumstance upon which said grievance is based.

E. Within three (3) school days of receipt of the grievance, the Superintendent, or his designee, shall meet with the Association's representatives in an effort to resolve the grievance. The Superintendent, or his designee, shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever occurs earliest, may hold a hearing on the grievance, review such grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than four (4) days thereafter. A copy of such disposition shall be furnished to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association shall have 30 days to submit to arbitration before an impartial arbitrator. If the parties cannot agree within three (3) school days as to the arbitrator, he shall be selected by the Michigan Employment Relations Commission in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and the parties shall retain all legal rights to enforce or appeal the arbitrator's award.

H. The costs of arbitration under this Article shall be paid two-thirds (66-2/3%) by the Board and one-third (33-1/3%) by the Association.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall process such grievance prior to the end of the school term or as soon thereafter as possible.

K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE XXVIII Negotiation Procedures

A. Between February 1st and February 15th, or earlier by mutual agreement, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year. Each party shall submit to the other a list of their official representatives of their professional negotiation committee.

B. In any professional negotiation described in this Agreement, neither party shall have any control over the selection of the professional negotiation representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the members of the Board of Education and a majority of the membership of the Association present and voting at such ratification meeting, provided each such meeting has a quorum present. The parties mutually pledge that representatives selected by each shall have all necessary power and authority to make proposals, consider proposals and make concessions and counter-offers in the course of professional negotiations subject only to the ultimate ratification of the Board and the Association.

C. If the parties reach an impasse in any professional negotiation, either party may invoke the mediation services of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

D. There shall be three (3) signed copies for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

E. Released time may be provided by mutual agreement for the Association's Negotiating Committee to permit the parties to meet during regular school hours for the purpose of reaching a successor agreement as rapidly as possible.

ARTICLE XXIX
Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement shall be printed at the expense of the Board and one copy presented without charge to each teacher now employed or hereafter employed by the Board.

E. The Board shall assume the full cost for all physical examinations as it may require prior to and during employment, up to a maximum of fifteen (\$15.00) Dollars per examination; further, the Board shall assume the full cost for all medical examinations other than routine physical examinations which it may require. The Board shall reimburse the cost of T.B. X-rays to the employee upon proof of payment by the employee.

F. The Board agrees to withhold the issuance of annual contracts each year until negotiations have been completed concerning teachers' salaries, hours, and all other terms and conditions of employment.

G. Individual annual and additional assignment contracts, consistent with the terms of this Agreement, may be issued at any time during the school year providing no one teacher shall receive more than two (2) additional contracts per year, insofar as possible. All positions shall be posted as per contract.

H. Leave of absence with pay not to exceed a cumulative total of two (2) days per school year shall be given the Association upon application thereof for Association purposes. Application must be made with the Superintendent via the principal at least five (5) working days in advance of the anticipated absence except in cases of emergency. These days are provided for training of Association officers and in no way can be used to attend negotiation training sessions.

I. Those personnel who have been on an administrative contract and are being returned to the teachers' salary schedule plus an adjustment to equal their former administrative contract shall work the pro-rata number of additional days to make their salary consistent with this contract as approved by the Board of Education.

SCHEDULE B-1

<u>Step</u>	<u>BA</u>	<u>BA+30*</u>	<u>MA</u>	<u>MA+10*</u>	<u>MA+20*</u>	Ed.Spec. or <u>MA+30*</u>
1	7100	7300	7600	7800	8000	8400
2	7300	7500	7800	8000	8200	8600
3	7600	7800	8100	8300	8500	8900
4	7900	8200	8500	8700	8900	9300
5	8300	8600	8900	9100	9300	9700
6	8700	9100	9300	9500	9700	10100
7	9100	9500	9800	10000	10200	10600
8	9500	9900	10300	10500	10700	11100
9	10000	10400	10800	11000	11200	11600
10	10500	10900	11400	11600	11800	12300
11	11000	11400	12000	12200	12400	12900
16	--		12300	12500	12700	13200
18	11400	--	--	--	--	--
21	--	--	12600	12800	13000	13500

* This refers to hours earned after July 1, 1963.

SCHEDULE B-2

Additional Assignment Contract Salary Schedule (Athletic)

Assignment	Percent of \$7100				
	1st Year	2nd Year	3rd Year	4th Year	5th Year
Athletic Director	16.0%	17.0%	18.0%	19.0%	20.0%
Varsity Football Coach	13.0	14.0	15.0	16.0	17.0
Trainer & Assistant Football	8.0	8.5	9.0	9.5	10.0
Varsity Assistant Football	8.0	8.5	9.0	9.5	10.0
Reserve Football Coach	6.0	6.5	7.0	7.5	8.0
Assistant Reserve Football	4.0	4.5	5.0	5.5	6.0
9th Grade Football Coach	4.0	4.5	5.0	5.5	6.0
Asst. 9th Grade Football Coach	3.0	3.5	4.0	4.5	5.0
Varsity Basketball Coach	13.0	14.0	15.0	16.0	17.0
Reserve Basketball Coach	8.0	8.5	9.0	9.5	10.0
9th Grade Basketball Coach	5.0	5.5	6.0	6.5	7.0
7th & 8th Grade Basketball(ea)	4.0	4.5	5.0	5.5	6.0
Varsity Track Coach	10.0	10.5	11.0	11.5	12.0
Assistant Track Coach	6.0	6.5	7.0	7.5	8.0
Reserve Track Coach	4.0	4.5	5.0	5.5	6.0
Varsity Baseball Coach	10.0	10.5	11.0	11.5	12.0
Assistant Baseball Coach	6.0	6.5	7.0	7.5	8.0
Reserve Baseball Coach	4.0	4.5	5.0	5.5	6.0
Junior High Baseball & Track	4.0	4.5	5.0	5.5	6.0
Varsity Tennis	8.0	8.5	9.0	9.5	10.0
7th & 8th Grade Tennis	4.0	4.5	5.0	5.5	6.0
Cross County	6.0	6.5	7.0	7.5	8.0
Wrestling, Senior High	12.0	12.5	13.0	13.5	14.0
Wrestling, Junior High	4.0	4.5	5.0	5.5	6.0
Swimming, Senior High	12.0	12.5	13.0	13.5	14.0
Swimming, Junior High	3.0	3.5	4.0	4.5	5.0
Golf	5.0	5.5	6.0	6.5	7.0

A teacher shall receive full credit for previous active coaching in other school systems at the level in the sport he coaches when employed by the Board.

SCHEDULE B-3

Additional Assignment Contract Salary Schedule (Non-Athletic)

Assignment	Percent of \$7100
Annual	10.0%
Senior High Band Director	11.7
Junior High Band Director	4.0
Debate	3.5
Forensics	4.0
Freshman Advisor	2.4
Future Teachers	4.7
G Club	2.4
German Club Advisor	2.0
Girls' Athletics	5.8
Jr. High Girls' Athletics	5.0
Girls' Cheerleading - Senior High	5.0
Girls' Cheerleading - Junior High	2.0
Junior Class Advisor	3.5
Junior Play Director	4.0
Safety Patrol Sponsor (Elementary)	1/10 of 1% x no. of classroom teachers
School Newspaper	15.0
Senior Play Director	4.0
Sophomore Class Advisor	2.4
Spanish Club Advisor	2.0
Russian Club Advisor	2.0
Student Council - Junior High	3.5
Synchronized Swimming	5.0
Driver Training	\$5.00 per hour in car \$5.50 per hour in classroom
Distributive Education	\$5.00 per hr. for contact work
Lunch Hour Supervision	\$200 per year

A teacher who is the special advisor for a student who graduates "with distinction" shall receive a sum equal to one (1%) per cent of said teacher's base salary for his additional effort.

ARTICLE XXX

This Agreement shall be effective from September 1, 1969 and shall continue in effect until August 31, 1970. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended in writing by the parties.

BOARD OF EDUCATION

By _____
Its President

Attest:

By _____
Its Secretary

GODWIN HEIGHTS EDUCATION ASSOCIATION

By _____
Chairman
Professional Negotiation Committee

GODWIN HEIGHTS EDUCATION ASSOCIATION

By _____
Its President