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1970-1971 AGREEMENT

OFFICE OF PROFESSIONAL NEGOTIATIONS

Godwin Heights Public Schools

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1970, 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 of Education and the Godwin Heights Education Association recognize and declare that providing a quality education for children of Godwin Heights is their mutual aim; and

WHEREAS, the parties have, through negotiations in good faith, reached agreement and desire to execute this contract covering such agreement.

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 in the regular school year day program 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, Director of Student Instructional Service Centers, Administrative Assistant to Superintendent, Physical Education Coordinator, and all per diem employees.

B. The term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining unit as above defined (excluding nurses who shall be referred to as nurses), and reference to male teachers shall include female teachers.

C. The term "board" shall include its officers and agents.

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

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

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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 has the privilege, with permission by the persons responsible, 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 president or his agent in response to reasonable requests from time to time 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. The Board shall notify the teacher involved of a 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.

I. The Board recognizes the desirability and right of a teacher to request from the building principal permission to leave his assigned building during the teacher's normal school day. The principal has the right to grant or deny such request.

### ARTICLE III Board Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees that are detrimental to his teaching and/or the school system.
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with the respect thereto, and non-teaching school activities, and the terms and conditions of employment.

#### B. Copyright

1. Any materials prepared by the teacher in the course of his instruction become the property of the Board for use this school system.

2. No syndication or sale of this material may be made without the express release of the creator and the Board.
3. The development of material by committee in which there is no one creator shall be exempt from the above requirements.

C. 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.

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

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

#### ARTICLE IV Membership Fees and Payroll Deductions

A. All teachers employed for at least a full school semester, 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, only upon the receipt from each teacher or 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. Deductions shall be equally divided between the first pay periods of October, November and December.

B. Teachers employed on a temporary or tentative basis or for a period less than a full school semester, may but shall not be required to become members of the Association or to pay an equivalent representation fee until such time when they are employed for the full school year.

C. If any teacher to whom the foregoing provisions apply fails to comply therewith within 60 days of employment 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. 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 pupil's school day as determined by the building administrator. Exceptions may be granted by the building administrator.

B. The normal weekly teaching load in the elementary and secondary schools will not exceed 25 hours of student instruction and a minimum of 5 hours of preparation within the above defined limits of a school day. Assignment to a supervised study period shall be considered as student instruction for the purpose of this article.

C. Elementary teachers shall be provided one hour of preparation each full week during pupil recess except when conditions do not permit as determined by building principal. This time is a portion of the preparation time defined in provision (B) above. During special classes the classroom teacher shall use the time for preparation unless his presence is necessary in the classroom as determined by the building principal.

D. Teachers, such as reading consultants, counselors and media personnel, that have duties other than normal classroom teaching as a major portion of their assignment may not have the same work hours as the classroom teacher. However, the total hours per week will approximate those of a classroom teacher. These teachers shall adhere to the workday hours required for their positions as agreed to and determined by the teacher and administrator prior to accepting the position.

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 and shall be remunerated at the supplemental rate as set for in schedule B-3.

F. If a 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 factfinding, shall be released from regular duties without loss of salary or days deducted from leave days.

H. The Board and the Association recognizes that student instruction and supervision are important responsibilities of both parties. The Board agrees that whenever possible a certificated teacher shall be used to substitute for a teacher when absent from the classroom, and when not possible adult supervision shall be provided. The teachers agree that they are not to leave a classroom of students unattended at any time except for extreme emergency and then only when arrangements have been made with the office or a nearby teacher to check their classroom.

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.

J. Teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the teacher's normal day. Therefore, teachers shall attend meetings that extend the school day when necessary for the full performance of their duties.

#### 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 classroom 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 building principal.

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 what in the judgment of the administration are unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

H. Scheduling classes is a responsibility of the building principals. It is agreed the administration shall 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.

I. The Board agrees to arrange for flu shots when requested by the Association if the number participating warrant such a request.

#### ARTICLE VII 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 schedule are necessary, teachers affected shall be notified. Changes in teachers' schedules should not be made, unless necessary, later than the 15th day of August preceding the commencement of the school year.

C. In fulfilling their teaching assignment teachers shall be required to prepare and keep records of student's progress, seating charts, lesson plans and other records such as attendance, test scores, conference reports, health records as determined by the building principal.

D. 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. Teachers regularly employed in the Godwin District, provided they make application and meet desired qualifications, shall be given priority in the summer programs.

#### ARTICLE VIII Vacancies, Promotions and Transfers

A. The teachers recognize that the Superintendent of Schools has the sole right to assign staff members to positions for which they are qualified within the school system.

B. 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 by the 1st day of March, one copy shall be filed with the Superintendent, one copy shall be filed with the building principal 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 in writing once each year to assure active consideration by the Board.



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. 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 best qualified in the opinion of the Administration.

E. Recall of personnel:

- (1) Seniority of teachers shall take precedence in recalling in inverse order of lay-off for new positions opening for which they are certified and qualified.
- (2) The recall list shall be maintained by the Board for a period of two (2) years. Thereafter, a teacher shall lose his right to recall.
- (3) Recall shall be made by certified letter; the teacher being responsible for keeping his current resident address on file in the Superintendent's office. Once recalled, the teacher must reply within seven (7) days and thereafter loses his right to recall.

F. In making involuntary assignment 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. If such an assignment is unsatisfactory to the instructor involved, he may consult with the principal and if unresolved he may consult with the superintendent.

#### ARTICLE IX 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. 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 per funeral;

B. The Board of Education reserves the right to require a physician's statement upon return after an absence of seven (7) consecutive school days because of illness or injury.

C. The association may request of the Board the privilege of voluntarily donating sick leave days to a member in need.

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

E. 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.

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

#### ARTICLE X 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 the 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 to the building principal 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.

## ARTICLE XI 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 two (2%) 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 ( $\frac{1}{2}$ ) 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 purpose 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 XII  
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 Board. 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, granted by the Board, 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 tenure teacher who shall be inducted for military duty in any branch of the Armed Forces of the United States. Other leave without pay may be requested of the Board. 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 XIII 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.

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 XIV  
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 XV  
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. The Board or its designee, in recognition of the concept of progressive correction, shall notify the teacher and the Association president in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.

D. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause.

#### ARTICLE XVI Professional Improvement

A. A teacher who holds a Michigan Permanent Certificate or who has completed the requirements for such a certificate, shall be reimbursed for tuition paid by the teacher while in the employ of the Board for credit earned subsequent to filing the certificate or proof of meeting the requirements in the superintendent's office, provided:

1. Maximum tuition reimbursement to any teacher shall be limited to thirty (30) semester hours of work. Of these hours, eighteen (18) must be graduate semester hours on a graduate program approved by an accredited university or college. A maximum of twelve (12) semester hours may be applied to undergraduate course work when approved prior to enrollment by the superintendent.
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.
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 XVII  
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. 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 and 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.

C. 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 XVIII  
Annexation and Consolidation 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.

ARTICLE XIX  
Reductions in Personnel

When the Board finds it necessary to make reductions in teaching personnel pursuant to a decrease in the students enrolled in the school district or a decrease in revenues of the school district or in circumstances where an act of God makes it necessary to reduce



operations, the Association shall be consulted by the Administration and the Board regarding the criteria and effects of such reduction.

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. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Godwin Public Schools, as defined by Section One (1) of the Public Employment Relations Act.

C. 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

For the terms of this Agreement, the school calendar shall be set forth as follows: If, however, parent teacher conferences cannot be scheduled during the school day because of State regulations regarding student attendance, they will be held at a time negotiated by the parties and with the understanding that the total student attendance days will remain as originally negotiated.

September 3	Teachers report. $\frac{1}{2}$ day will be allowed for teachers to work in their classroom.
September 8	Full attendance
November 26-27	<b>Thanksgiving Vacation</b>
December 23	Christmas Vacation Begins
January 4	School Resumes
January 22	Records Day
January 25	New Semester Begins
April 5	Easter Vacation Begins
April 12	School Resumes
May 31	Memorial Day Vacation
June 10	Last Day of Student Attendance
June 11	Records Day

	Student Attendance Days	Teacher Attendance Days
September	17	18
October	22	22
November	19	19
December	16	16
January	19	20
February	20	20
March	23	23
April	17	17
May	20	20
June	8	9
	<hr/> 181	<hr/> 184

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. Teachers who have their probation periods expire prior to the end of a school year shall be issued contracts dated to terminate on the final date of their probation. Teachers receiving tenure will receive statements of employment for the remainder of the school year. Teachers not successful in obtaining tenure will have their employment terminated at the end of their contract term.

C. 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.

D. Longevity credit shall not be granted to any teacher until they have taught in the Godwin Heights District for five (5) years. This provision applies to all teachers new to the system employed under this contract and shall not be retroactive.

E. 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.

F. 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, if granted, by the administration, shall be given for the use of personal cars for field trips or other business of the district.

G. The Board agrees to pay a substitute teacher twenty-seven dollars (\$27.00) a day for substituting for a certificated teacher. Teachers under contract and regularly employed by the school, who substitute in the same class for more than ten (10) consecutive school days, shall be paid for the first ten (10) days at the regular substitute rate, and starting on the eleventh (11) school day and each successive day thereafter, shall be paid on a pro rata basis.

H. 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 or life insurance, up to the amount of thirty-five (\$35.00) 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 thirty-five (\$35.00) dollars a month for tenure teachers and fifteen (\$15.00) dollars a month for probationary, 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. The amount of the premium paid by the Board shall be discontinued thirty (30) days after termination of employment for those teachers leaving the system prior to the end of the school year.

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

D. The Board shall 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.

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

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 complaints, significant in the judgement of the administration, directed toward a teacher by a parent or other persons in the community 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 Council

A. Instructional Council  
(To be negotiated and included as an addendum to this contract when agreed to by both parties)

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. Items for discussion shall be presented to the council members at least two (2) days in advance of the meeting. The date for the meeting shall be the third Monday of each month.

#### ARTICLE XXVII Grievance Procedure

A. If a teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said act and the established procedures thereof.

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

Step 1:

C. In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal. The teacher shall be entitled to have an Association

representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have present a member of the administrative staff.

Step 2:

D. 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/or a representative of the Association. A copy of the grievance shall be delivered to the principal or principals and the Superintendent.

E. 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 of last circumstance upon which said grievance is based.

F. 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.

G. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

Step 3:

H. 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.

Step 4:

I. 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 and 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.

J. The costs of arbitration under this article shall be paid in full by the Board if the arbitrator rules the Board in violation of this Agreement. The costs shall be paid in full by the Association if the arbitrator rules the Board not to be in violation of this Agreement.

K. If any teacher for whom a grievance is sustained 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.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder shall 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 or 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 measure 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 commitment 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 amendments 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 TB x-rays, up to a maximum of \$3.00, 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 five (5) 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. It is agreed by the parties that the first Thursday of each month shall be reserved for Association meetings after school hours.

SCHEDULE B-1

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA + 10*</u>	<u>MA + 20*</u>	<u>Ed. Spec. or MA + 30*</u>
1	7600	8200	8500	8800	9100
2	7800	8500	8800	9100	9400
3	8100	8800	9100	9400	9700
4	8400	9200	9500	9800	10,100
5	8800	9700	10,000	10,300	10,600
6	9200	10,200	10,500	10,800	11,100
7	9600	10,700	11,000	11,300	11,600
8	10,000	11,200	11,500	11,800	12,100
9	10,500	11,800	12,100	12,400	12,700
10	11,000	12,400	12,700	13,000	13,300
11	11,600	13,000	13,300	13,600	13,900
16	--	13,300	13,600	13,900	14,200
18	12,000**	--	--	--	--
21	--	13,600	13,900	14,200	14,500

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

\*\* Teachers employed by the school system and who qualify for longevity at the eighteenth (18) step BA for 1970-71 school year shall be placed on this step and continue to receive longevity. No teacher shall be placed on this step after September, 1970.

SCHEDULE B-2

Additional Assignment Contract Salary Schedule (Athletic)

Assignment	Percent of \$7600				
	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	5.0	5.5	6.0	6.5	7.0
9th Grade Football Coach	6.0	6.5	7.0	7.5	8.0
Asst. 9th Grade Football Coach	5.0	5.5	6.0	6.5	7.0
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	6.0	6.5	7.0	7.5	8.0
7th & 8th Grade Basketball (ea)	6.0	6.5	7.0	7.5	8.0
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	5.0	5.5	6.0	6.5	7.0
Varsity Tennis	8.0	8.5	9.0	9.5	10.0
7th & 8th Grade Tennis	5.0	5.5	6.0	6.5	7.0
Cross Country	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	5.0	5.5	6.0	6.5	7.0
Swimming, Senior High	12.0	12.5	13.0	13.5	14.0
Swimming, Junior High	5.0	5.5	6.0	6.5	7.0
Golf	6.0	6.5	7.0	7.5	8.0

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)

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Assignment	Percent of \$7600
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	7.0
Jr. High Girls' Athletics	5.0
Girls' Cheerleading - Senior High	6.0
Girls' Cheerleading - Junior High	3.0
Junior Class Advisor	3.5
Junior Play Director	4.0
Safety Patrol Sponsor (Elementary)	4.0
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	\$4.00 per year

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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, 1970 and shall continue in effect until August 31, 1971. 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