

*Grand Haven*

PROFESSIONAL NEGOTIATION AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN

Ottawa and Muskegon Counties, State of Michigan

and

THE GRAND HAVEN EDUCATION ASSOCIATION, MEA-NEA

September 1, 1972 - August 31, 1974

---

*Grand Haven Public Schools  
Grand Haven, Michigan*

*49417*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

## TABLE OF CONTENTS

		TABLE OF CONTENTS	PAGE
Article	I.	Preamble	1
Article	II.	Recognition	2-3
Article	III.	Board Rights	3
Article	IV.	Association Rights	3-4-5
Article	V.	Teacher Rights and Responsibilities	5-9
Article	VI.	Teaching Conditions	10-11-12
Article	VII.	Instructional Council	12-13
Article	VIII.	Employment Standards	13
Article	IX.	Individual Contracts	13-14-15
Article	X.	Leaves	15-20
Article	XI.	Professional Compensation	20-26
Article	XII.	Professional Grievance Procedure	26-27-28
Article	XIII.	Negotiation Procedures	28
Article	XIV.	Agreements Contrary to Law and Matters Contrary to Agreement	29
Article	XV.	Miscellaneous Provisions	29
Article	XVI.	Definitions	29-30
Article	XVII.	Duration of Agreement	30

## APPENDIX

A1.	Salary Schedule - 1972-1973	
A2.	Salary Schedule - 1973-1974	
B.	Extra-Duty Schedule - 1972-1974	
C.	Calendar - 1972-1973	
D1.	Sub-Teacher Evaluation Form - Sub's. Evaluation	
D2.	Sub-Teacher Evaluation Form - Teacher's Evaluation	
D3.	Sub-Teacher Evaluation Form - Administrator's Evaluation	

PROFESSIONAL NEGOTIATION AGREEMENT  
between  
THE SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
and  
THE GRAND HAVEN EDUCATION ASSOCIATION

ARTICLE I - PREAMBLE

1. WHEREAS The Board of Education of the School District of the City of Grand Haven (hereinafter referred to as the Board), and the Grand Haven Education Association (hereinafter referred to as the Association), recognize and declare that the implementation, development, and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
2. WHEREAS this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Association, and
3. WHEREAS the Association recognizes that the Board under law, has the final responsibility for establishing policies for the district, and
4. WHEREAS the Board recognizes that teaching is a profession and the skills, knowledge, and creative capacities of teachers contribute greatly toward the goal of high-quality schools for this district, and
5. WHEREAS the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, wages, hours of employment, and other terms and conditions of employment, and
6. WHEREAS the Board did recognize the Association, by formal resolution, on March 8, 1966, as the choice of a majority of the employees covered by this agreement, as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- 7.. WHEREAS, the parties, following deliberate professional negotiations have reached certain understanding, and
8. WHEREAS the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Association, and the residents of the School District of the City of Grand Haven,
9. NOW, THEREFORE, in consideration of the following mutual covenants the Association and the Board hereby agree as follows:

ARTICLE II - RECOGNITION

A. The Board recognizes the Association as the sole and exclusive organization representative for those employees of the Board of Education described as full-time classroom teachers, all contracted part-time classroom teachers (exclusive of substitute teachers), vocational instructors (exclusive of the Director of Vocational Education), certificated consultants and counselors (exclusive of the Director of Guidance and Counseling), librarians (exclusive of the Coordinator of Libraries), and special education teachers (exclusive of the School Psychologist and the School Social Workers). Further, that all supervisory, administrative and executive personnel, including, but not limited to Superintendents, Assistant Superintendents, Principals, Assistant Principals, Business Managers, Director of Audio-Visual Education, and all other employees not specifically included as part of the bargaining unit above mentioned, shall not be covered by this resolution.

B. FINANCIAL RESPONSIBILITY

1. The Board agreed that it shall be a condition of employment that all teachers who presently are Association members, all teachers who hereafter become Association members, and all new teachers employed or to be employed for the 1969-70 school year and thereafter, 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.
2. The foregoing provisions shall be implemented at the beginning of the 1969-70 school year with respect to present Association members and newly hired teachers as follows:
  - a. Such teacher may elect to join the Association and pay the periodic (GHEA, MEA, NEA) dues by authorizing the deduction of such amounts from his salary, or
  - b. 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) by authorizing the deduction of such amounts from his salary, or
  - c. If such teacher elects none of the foregoing, such teacher shall pay the Association a representation fee in an amount equivalent to the regular Association dues.
3. If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, 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 following

the time when there is a final decision by an agency or Court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination.

4. It is agreed that with respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provision constitutes just cause for dismissal.
5. In the event the Board, acting on the request of 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 judgements which may result from such action except for loss which may be caused by the Board's negligence.
6. Teachers who elect to pay a representation fee in lieu of joining the Association shall be afforded the same liability insurance coverage as is afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

#### ARTICLE III - BOARD RIGHTS

1. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this agreement.
2. It is agreed that the Board retains the right to establish and equitably enforce, reasonable rules and personnel policies relating to duties and responsibilities of the teacher and the working conditions which are not inconsistent with this agreement or in violation of law.
3. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this agreement.
4. The Board of Education will have a teachers' handbook ready for distribution one week prior to the opening of school. The purpose of this handbook will be to clarify school policies, rules and regulations as established by the Board of Education.

#### ARTICLE IV - ASSOCIATION RIGHTS

1. The Board agrees to recognize and observe all of the rights given the Association pursuant to Act 379 of the Public Acts of 1965, and all other applicable laws.

2. The Board and the Association recognize the right of either party to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
3. Teachers shall have the right to join any teacher organization, and to freely express their support of the organization in its various activities.
4. Prospective teachers shall have the right to confer with the Association prior to their signing a contract. A form with the above statement and the names of Association representatives to contact will be supplied to the hiring agent by the Association and made available to prospective teachers through the hiring agent.
5. The Board recognizes the right of the Association to make reasonable requests for certain Board information which will aid the Association in developing intelligent, accurate, informed and constructive programs in behalf of the teachers and/or their students or which will aid the Association in processing any grievance or complaint. The Board agrees to furnish the Association in response to reasonable requests, published information available to the public. Requests for information not available in published reports, shall be submitted to the Superintendent who shall have the option of supplying the information or referring the request to the Board. Original records of the Board may be examined only at the office of the Board of Education. The Association shall reimburse the Board for extra expense incurred in furnishing information or making records available.
6. The Association has the right to consult with the Board and/or administrative representatives during the planning and revision stage of new or modified fiscal budgetary or tax programs, construction programs, or revisions of educational policy which are proposed or under consideration.
7. The Association and its representatives shall have the right to use school building space at all reasonable hours for meetings upon request for the use of such space in accordance with established regulations. If special custodial service is required, the Board may make a reasonable charge therefor.
8. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
9. The Association shall have the right to use school facilities and equipment including telephones, typewriters, duplicating machines, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association agrees that the use of school facilities and equipment shall be limited to qualified operators and in accordance with established regulations. The Association shall pay for the cost of all materials and supplies incident to such use.

10. The Association shall have the right to post notices of its activities and matters on Association bulletin boards, at least one of which shall be provided in each staff lounge or designated location in each school building. The Association may use the school internal mail services and teachers' mailboxes for communication to teachers in accordance with established regulations.
11. The Board recognizes the right of any teacher to request the following payroll deductions or reductions:
  - a. Dues to GHEA, MEA, NEA
  - b. Group Insurance Premiums
  - c. U. S. Savings Bonds
  - d. Ottawa County School Employees Credit Union
  - e. Contributions to Community Chest
  - f. Tax Deferred Annuity Programs

All deductions or reductions shall be made in accordance with procedures established by mutual agreement.

12. The Board agrees that whenever the Association and the Board mutually agree to engage in contract negotiations during the school day, representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings.

NOTE:

The term "established regulations" as used in Article IV, refers to existing school rules and regulations pertaining to the use of school-owned buildings, property, services and equipment, and may be contained either in written form or through accepted practice of long standing. Changes in rules and regulations pertinent to the provisions of this article (IV), shall be subject to discussion upon the request of either party.

ARTICLE V - TEACHER RIGHTS AND RESPONSIBILITIES

A. PERSONAL AND PROFESSIONAL LIFE

1. The Association and the teachers recognize that the basic duty of each teacher is to use his skill as a teacher in the most effective and proper manner to insure the highest quality of education in the Grand Haven Schools.
2. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for the preparation of projects, lesson plans, grading of papers, and counseling parents.
3. The Association and the teachers recognize that teaching is a profession which requires the highest standards of personal conduct from its

members. The Association and the teachers further recognize and incorporate by reference the Code of Ethics of the Michigan Education Association as the basic standard of professional conduct.

4. In order to insure continued improvement of the educational process in the Grand Haven Schools, the Association and the teachers will continue in accordance with past practices to assist in the study, review, revision, updating, and amending of the school curriculum through department and grade committees.
5. The Association and the teachers recognize their responsibility to keep themselves informed concerning school programs, and to interpret the school and its program to the community to the best of their ability.
6. The Association and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.

B. VACANCIES, PROMOTIONS, REASSIGNMENTS, AND TRANSFERS

1. The Board will give first consideration to qualified candidates from within its own staff of employees when filling vacancies including supervisory and administrative positions.
2. The Superintendent will give written notice to the president of the Association or his designee whenever vacancies occur or when a new professional position is to be created either within or outside of the bargaining unit.

The Association shall be responsible for the appropriate posting of said notice.

3. Teachers who desire to apply for such vacant positions shall file their application in writing with the Superintendent. The Superintendent will acknowledge such applications in writing. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board.
4. Permanent appointments to administrative, supervisory, or newly created positions will not be made until twelve calendar days following the giving of the notice of vacancy to the president of the Association or his designee.

Nothing shall prevent the Board from making temporary assignments of personnel to fill a position, but said temporary appointment shall not extend beyond the balance of the school year.

5. Teachers who desire a transfer or change of assignment may make their desires known on the annual questionnaire or by letter to the Superintendent of Schools. Such requests will be acknowledged in writing and must be renewed each year.

In honoring requests for transfers the instructional requirements and the best interest of pupils and the school system will be considered.

6. Teachers will be informed by the Superintendent prior to involuntary transfers or assignment within the system, and the reasons for such transfer will be given.

It is not the policy of the Board of Education to effect indiscriminate or widespread transfers of teachers within the system on either a voluntary or involuntary basis. A teacher may be transferred by the Superintendent when it is his opinion that such a transfer is in the best interest of the school and the pupils. If the transfer is not voluntary, the teacher shall be granted a personal interview with the Superintendent or his representative, and have an opportunity to discuss the transfer and the reason for same.

7. Teachers shall be notified in writing of their tentative programs for the coming year, including the school to which they will be assigned, grades and subjects they will teach, and any special or unusual assignments which have been made. The notice will be given as soon as practical, and under normal circumstances not later than the end of the school year, unless an emergency condition arises.

#### C. BOARD SUPPORT OF TEACHERS

1. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. A student shall be considered under the jurisdiction of any teacher at any time during the school working day while the student is on school property. Teacher concern is not limited to the classroom, but should include the welfare and image of the entire school at all times. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board recognizes its responsibility to give reasonable support and assistance to all teachers with respect to control, discipline, and legal services.
2. The Board of Education recognizes that exceptional children require special education by specially certified teachers. The Board will continue to seek methods of expanding appropriate programs to serve such children.
3. The Board will reimburse the teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on duty on the school premises, or on duty during school sponsored activities, if such loss occurs as a result of an assault by a pupil.

4. Teachers shall observe the rules and regulations established by the Board of Education relative to the discipline of pupils.
5. Teachers will be notified without undue delay of complaints made against them by parents. The teacher will be granted an opportunity to answer such complaints either in conference or in writing at the discretion of the principal.
6. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal as promptly as his teaching obligations allow, full details of the incident.

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

#### D. TEACHER EVALUATIONS

BOARD STATEMENT -- Evaluation of the effectiveness of teaching is a basic if not the most important function of administration. The MEA has referred to teacher evaluations as "The Key to Quality Personnel."

Evaluating teacher competency is not an easy task. It requires mutual understanding, effective tools and techniques, skill and cooperation.

Effective evaluation is based upon well-understood policies and criteria of performance developed through cooperative participation of teachers and administrators and the Board of Education.

1. The evaluation of all teachers is the responsibility of the administration.
2. Teacher evaluations shall be made regularly in writing by the principal or a designated staff member.
3. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher.
4. Teacher Evaluations -- Teacher evaluations in general shall be based upon criteria developed cooperatively by teachers, staff members, and the Board of Education.

#### E. ACADEMIC FREEDOM

1. 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 in which academic freedom for teacher and student is encouraged.

#### F. RETIREMENT

Employees are required to retire at age sixty-five (65). (Age being 65 prior to the opening date of school.)

Extensions of employment may be granted annually up to age seventy (70) when recommended by the Superintendent and approved by the Board.

Employees who reach the established retirement age during a contractual period shall be permitted to complete that contract.

The contractual period refers to the individual's contract, covering the period from the opening of the regular term in September to the close of school in June.

#### G. SUBSTITUTE TEACHERS

1. The Board agrees to maintain a list of available, qualified substitute teachers. This list shall contain the majors and minors and type of certificate of each substitute teacher.
2. A teacher shall notify his principal at the earliest possible time, after determining that he will not be able to report for duty. It shall be the responsibility of the administration to arrange for a qualified substitute teacher.
3. It is the teacher's responsibility to provide adequate and complete lesson plans for the use of the substitute.
4. A joint assessment of the substitute and the teacher's lesson plans shall be made by the teacher, the substitute, and the administrator involved. (See Appendix D1-2-3)
5. Teachers will be used to cover classes only in cases of emergency.
6. Substitute teachers hired on a permanent basis will be paid a salary commensurate with the salary to which such a teacher would be entitled as a regular teacher under the provision of this contract. The substitute salary will be adjusted after twenty (20) consecutive days of teaching in the position to which the teacher is given permanent assignment.

#### H. REVIEW OF PERSONAL FILE

1. Each teacher shall have the right upon request to review the contents of his personal file, including administrative evaluations, written complaints and commendations which have been called to the attention of the teacher. Privileged information including confidential credentials and related personal references are exempted from such review.

## ARTICLE VI - TEACHING CONDITIONS

### A. CALENDAR

The Board of Education shall consider the recommendations made by the Association relative to the school calendar prior to its adoption. The school calendar shall include the school starting date, school ending date, and vacation periods. Supplemental modifications or changes in the calendar will be subject to the same procedures when it is reasonable to do so. The calendar for the school year shall be as in Appendix C, for 1972-73. The 1973-74 calendar shall be mutually agreed upon.

### B. WORKING HOURS

1. Teachers will report for duty not less than fifteen minutes (15) prior to the start of the school day as established for the administrative unit in which the teacher is employed. Teachers will remain on duty for a sufficient period after the close of the pupils' day to attend to those matters which require the teacher's attention, but not less than fifteen (15) minutes after the close of school as established for the administrative unit in which the teacher is employed. Teachers who are assigned duties at times varying from the normal school working hours will have proportionate adjustments made in their working schedule.
2. A teacher shall be expected to attend professional staff meetings when called by the building principal. A teacher may place appropriate educationally related items on the agenda for the building meeting. The agenda for building meetings should be presented to the teacher at least one day in advance of the meeting.
3. All teachers shall be entitled to an uninterrupted, duty-free lunch period. This period shall conform to the designated prevailing lunch period for the particular school in which the teacher is employed but shall be of not less than forty-five (45) minutes' duration.
4.
  - a. Emergency conditions --- Teachers are expected to report for duty on days the schools are closed to pupils because of weather or emergency conditions. The administration will notify teachers if they are not required to report. Such days will be used for staff development activities; professional reading; research; conferences with other professionals, students or parents; or other activities which will benefit students. The administration shall communicate through the mass media the fact that teachers are engaged in such activities on days when school is closed for the students.
  - b. Should severe weather or emergency conditions cause the closing of the schools during a school day, the teacher will remain on duty until dismissed by the administration.
5. At the end of each semester a day shall be provided for all teachers to complete necessary records and reports.

C. CLASS SIZE -- The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that class size should be adjusted when such action will improve the instructional program. Pupil-Teacher ratios shall be flexible and determined in terms of overall exposure in both elementary and secondary grades similar to those guidelines endorsed by the North Central Association.

D. TEACHER ASSIGNMENTS

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.
2. All secondary school teachers shall have at least one unassigned period per day, equivalent to a normal teaching period, for the purpose of preparing lessons, student conferences, parent conferences, etc.
3. Junior high teachers shall have no more than six (6) assigned periods each day.
4. Senior high school teachers shall have no more than five (5) assigned periods each day.

E. NON-TEACHING DUTIES --- The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical through the use of non-teaching personnel to perform clerical type tasks and supervise playgrounds and lunchrooms.

F.. TEACHING FACILITIES, EQUIPMENT AND SUPPLIES

1. Both parties recognize that the availability of optimum school facilities, equipment and supplies for both student and teacher are necessary to insure the high quality of education that is the common goal of the Association and the Board.

Insofar as possible the Board will make available:

- a. Sufficient basic textbooks to carry out the school's established program of instruction.

Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his designee regarding the proposed change or selection. The Board's decision will be final.

- b. Sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies,

athletic equipment, and other materials deemed as necessary tools of the teaching profession.

- c. Space in each classroom in which teachers may safely store instructional materials and supplies.
- d. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- e. Adequate work space for special teachers.

- 2. Teachers will be informed as soon as possible as to the disposition of their requisitions for supplies, materials, and equipment by their building principal.

- G. TEACHER FACILITIES --- The Board and the Association recognize the desirability of those factors which make teaching more enjoyable and pleasant, including a faculty lounge, teachers' lunchroom, restrooms, a designated smoking area, and parking facilities. Insofar as possible these facilities will be made available to teachers.

The Board agrees to meet and confer with the Association to seek mutual acceptable solutions where satisfactory conditions do not exist.

#### ARTICLE VII - INSTRUCTIONAL COUNCIL

PURPOSE: The Board and Association, recognizing the need for assistance in bringing about desirable changes in teaching methods, techniques, class composition, curricula, and any other pertinent phases of the instructional program, hereby establishes an INSTRUCTIONAL COUNCIL. This council is to provide consultation with, and recommendations to the Board of Education for needed improvements in the instructional program.

- A. The INSTRUCTIONAL COUNCIL (IC) shall consist of four (4) members appointed by the Board and seven (7) selected by the Association.
- B. The operating procedures and times for meetings shall be determined by the IC and reflected in its minutes.
- C. The IC is empowered to appoint sub-committees of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the IC or its sub-committees, including recommendations shall be submitted in writing to all members of the IC.
- E. The IC will concern itself with studies of current interest.
- F. The parties agree that the IC and its sub-committees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

- G. The clerical expenses of the IC, and its sub-committees, and other necessary expenses as shown in the budget request (D) shall be borne by the Board.

#### ARTICLE VIII -- EMPLOYMENT STANDARDS

It shall be the policy of the Board to provide and retain the best available teachers in order to maintain the most effective program of instruction for the children of this community. The parties to this Agreement reaffirm the Board's authority to select and employ new professional personnel in the School District. In keeping with the high standards of the community, the Board agrees to the following statement of policy in this regard:

- A. To the extent possible, only teachers who possess the highest qualifications shall be given consideration for employment in the District.
- B. To be eligible for nomination or re-employment a teaching candidate must possess an AB Degree or equivalent from a recognized institution of higher learning.
- C. A teacher shall hold a Michigan Teacher's Certificate valid for his work assignment. Failure to have or keep such certificate shall invalidate the contract of any teacher.
- D. Produce evidence of continued professional growth since degree and certificate were granted.

NOTE: It is understood that in emergencies, it may be necessary for the Board of Education to employ teachers not fully certificated.

#### ARTICLE IX - INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. All individual contracts will:
  - 1. State the beginning and ending dates of the contract.
  - 2. Indicate the amount of salary to be paid.
  - 3. Indicate whether the teacher is a probationary or tenure teacher.
  - 4. Offer option of twenty (20) or twenty-six (26) salary payments.
  - 5. The individual teacher's contracted salary shall be based upon the number of required days of service as determined by negotiated calendar, and any deductions shall be computed by dividing the total salary by the number of service days.

- C. Extra duties and the amount the teacher will be paid for each duty will be stipulated on a separate, non-tenure, supplemental contract.
- D. A supplemental sheet including the necessary supporting data for the individual contract will be furnished each teacher.
- E. Orderly Reduction of Personnel --- The following provisions shall apply to a necessary reduction in personnel:
  - a. The provisions of this section do not preclude any reduction of staff due to a discontinuance or reduced program. It is the intent of the Board of Education to reduce personnel only in the event of unexpected and significant change in the financial condition of the District.
  - b. Seniority of Personnel
    - 1. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
    - 2. The term seniority as hereinafter used shall be length of continuous service with the Grand Haven Board of Education.
    - 3. Leaves of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service.
    - 4. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
    - 5. Any teacher who is granted Tenure shall have seniority from the last date of hire.
  - c. Certification and Qualification of Personnel
    - 1. Seniority within the school system shall first be determined by certification as approved by the Mich. Department of Education.
    - 2. Seniority shall secondly be determined by the qualification of years of continuous employment in the Grand Haven Schools, in particular grade levels K-6 and by subject matter taught in grades 7-12.
  - d. Necessary Reduction of Personnel
    - 1. The Board, realizing that education, to a large degree, depends upon the financial resources available to the Board as provided by the local public and the State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational program and subsequently the staff when funds are not available.

2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
3. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
  - (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is CERTIFIED and QUALIFIED to perform the services of the probationary teacher.
  - (b) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification and knowledge, skill and efficiency on the job and physical fitness.
- e. Recall of Personnel
  1. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.
  2. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.
- f. Notice of reduction by June 30.
- g. In the event a necessary reduction in personnel should occur, the Office of the Superintendent shall offer the teacher laid off any reasonable assistance in securing employment in another school district.

## ARTICLE X - LEAVES

### A. EMERGENCY AND SICK LEAVES

- a. All teachers regularly employed by the Board shall receive a total of fifteen (15) days sick and emergency leave at the beginning of the school year.
- b. Unused sick and emergency leave shall be cumulative.
- c. Sick leave credits now existing with the Grand Haven Board will be credited to accumulated leave.
- d. A statement will be presented to each teacher at the beginning of the school year showing accumulated leave.
- e. If the employee terminates his service before the end of the contract term, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.

- f. Sick leave is basically an insurance and covers only illness, disability, and emergency procedures. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
- g. Emergency and sick leave shall be granted without loss of pay as follows:
  - 1. Illness, injury, or unavoidable quarantine of the teacher.
  - 2. Serious illness, injury, or death in the immediate family.
  - 3. Personal leave.
- h. Limitations
  - 1. Emergency and sick leave absence for all causes shall not exceed the unspent balance of leave credited to the employee.
  - 2. Emergency leave absence for each death or critical illness in the immediate family shall not exceed five days.
  - 3. Two days a year of cumulative leave allowance may be used for professional, family, or business obligations. Personal leave is limited to two days annually, but unused personal leave will be added to cumulative sick leave. The purpose of this leave is to permit teachers to be absent to take care of obligations which occur on a regular school day. Such personal leave is not intended for recreational, job-hunting, or similar purposes. Written notification of such personal leave, stating reason for leave in general terms, will be made at least twenty-four (24) hours before taking leave, except in emergencies, with the building principal.
  - 4. Definitions:
    - (a) Immediate family is defined as: Parent, Brother, Sister, Husband, Wife, Son, Daughter, or person with whom one has had association equivalent to family ties.
    - (b) Critical illness or injury in the immediate family would include surgical operations, serious illness or injury, and presuppose a doctor's attendance.
- i. Upon recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted; the cost of such examination will be paid by the Board of Education.
- j. In the event of the absence of a teacher for illness in excess of five consecutive days, the Board may at its expense, require examination by an independent physician.

k. PROVISION - SCHOOL INCURRED INJURIES OR DISEASE - Any teacher who is absent due to injury or disease incurred in the performance of assigned duties compensable under Michigan Workmen's Compensation Law, shall be paid an amount equal to the difference between the workmen's compensation allowance and his salary without deduction from sick leave for a period up to one year. Beyond one year such payments would be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his regular weekly pay until the sick leave is exhausted.

B. TEMPORARY LEAVES --- Teachers will notify their Principal or Supervisor immediately upon discovery that temporary leave is required. Such notification will be made in writing, except in cases of emergency.

Temporary leaves will not be charged against accumulated sick and emergency leave.

a. Professional Leave

1. Upon the approval of the Superintendent of Schools or the Assistant Superintendent in Charge of Instruction, teachers will be granted leave without loss of pay to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education.
2. Leave for appropriate teacher representative participation in business activities of the Association shall be granted with loss of pay equal to the cost of a substitute, up to a total of twenty (20) school days per year. Appropriate written notification of such leave shall be furnished the Building Principal. Leaves will be coordinated by the Association.

b. Involuntary Leave ---- Any teacher attending a session of any court in response to a subpoena, as a witness, shall be paid his full salary for each working day of absence, unless the teacher has been named a respondent (defendant) in any criminal proceeding arising out of the same incident for which said teacher has been issued a subpoena as a witness.

Any teacher who is absent from duty in response to a criminal warrant against said teacher for any incident occurring during the performance of his/her duties and if on trial of such course said teacher is found not guilty of such offense, then and in such event the teacher shall not be penalized by loss of salary for the time spent in defending such case.

c. Military Induction Leave ---- Teachers shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.

- d. Short Term Military Service Leave ---- A teacher called to active emergency duty by reason of military status shall be paid an amount equal to the difference between his military and teacher's pay for a period not to exceed thirty (30) days.
- e. Jury Duty ---- Any teacher summoned to jury duty shall be paid for loss of salary incurred for each working day of absence by an amount equal to the difference between jury pay and the teacher's regular salary providing the teacher returns to duty within one hour after dismissal.
- f. Other Short Term Leaves ---- The Board reserves the right to grant other short term leaves at its discretion with or without pay.

C. EXTENDED LEAVES

a. Sabbatical Leave

- 1. The Board is cognizant of the inherent values of sabbatical leave for professional improvement that may accrue to both the teacher and the school. Subject to the provisions of Section 572 of the Michigan School Code, requests for such leave may be granted for a period of one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid his full annual salary and related fringe benefits, or the difference between such compensation and any funds granted to the teacher by private, academic or governmental agencies for educational purposes.
- 2. Requests for sabbatical leave must be submitted in writing to the Superintendent of Schools not later than May 1 of the school year preceding the school year for which the leave is requested.
- 3. Not more than 2% of the teaching staff will be absent on such leave at any one time.

Preference in granting such leave will be based upon anticipated benefits to the School District.

- 4. In accordance with the provisions of Section 572 of the Michigan School Code, sabbatical leaves are subject to the following provisions:
  - (a) The teacher must have been employed at least seven (7) consecutive years by the Grand Haven Schools.
  - (b) The teacher must hold a valid Michigan Permanent or Life Certificate.

- (c) During said sabbatical leave the teacher shall be considered to be in the employ of the Board of Education and under contract, provided, however, that the Board shall not be held liable for death or injuries sustained by the teacher while on sabbatical leave.
- (d) Teachers on sabbatical leave shall be allowed increment credit on the salary schedule, and credit toward retirement.
- (e) A teacher upon return from such leave, shall be restored to his teaching position or to a position of like nature, seniority, status and pay.

b. Maternity Leave

Upon written request maternity leave will be granted without pay or increment, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one month of the end of the semester, in which event the teacher will, if she desires and is physically able, be permitted to complete the semester. A teacher whose sixth month of pregnancy occurs prior to December 31 of the year in which employed shall not be entitled to maternity leave. Leave granted will be for one year, but in no event may the teacher return earlier than six weeks after termination of the pregnancy. The time period is subject to renewal at the will of the Board following written request by the teacher. Requests for renewal must be made before termination of the leave, and shall not exceed one year for each renewal.

- 1. A female teacher adopting a child shall be eligible for maternity leave comparable to a natural mother. A written request must be submitted at least sixty (60) days prior to the anticipated date of adoption.

c. Military Leaves

- 1. A leave of absence shall be granted a teacher who is recalled, inducted, or enlists for one period of enlistment in any branch of the armed forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

D. OTHER EXTENDED LEAVES

Upon recommendation by the Superintendent the Board will grant extended leave to tenure teachers for a period not to exceed one year, subject to the following conditions.

- a. Written request in a form acceptable to the Superintendent must be received by him not later than May 1 of the school year preceding the school year for which the leave is requested.

- b. Not more than 2% of the teaching staff shall be absent at one time.
- c. Leaves shall be granted without pay.
- d. Increments and other benefits shall be granted as indicated:
  - (1) Leave to engage in local, state, or national Association activities without pay, but with increment advantage.
  - (2) Leave of absence to join the Peace Corps, Job Corps, or similar program without pay or increment.
  - (3) Leave for exchange teaching position in accordance with conditions prescribed by section 571 of the School Code of Michigan.
  - (4) Leave to study in the teacher's major field or to accept special assignment in research or teaching that would be of advantage to the school system without pay, but with increment advantage.
  - (5) Leave to campaign for and/or serve in public office not less than one semester nor more than one term of office without pay, but with increment advantage.
  - (6) The Board reserves the right to grant other extended leaves which, in the opinion of the Board, may be of benefit to the school system.
- e. The time period is subject to renewal at the will of the Board following written request by the teacher. Requests for renewal must be made before termination of the leave and shall not exceed one year for each renewal.

## ARTICLE XI - PROFESSIONAL COMPENSATION

### A. SALARY SCHEDULE

The basic salaries of teachers covered by this Agreement are stated in Schedules "A-1" and "A-2" which are attached to and incorporated in this Agreement. These salary schedules shall remain in effect during the term of this Agreement.

### B. TRANSFER OF CREDIT

Teachers hired into the Grand Haven School District shall be granted credit up to a total of seven years for prior teaching experience, military service, or related work experience. Credit for prior teaching experience shall be for service as a fully certificated teacher within the past seven years in a recognized accredited school.

Not more than two years shall be granted for full-time military service, such service having been made during the past seven years.

Not more than two years of related work experience shall be granted, and then only if such experience is definitely related to the teacher's assignment.

The Superintendent may grant more than seven years of credit if in his opinion prior service merits additional credit.

Provisions of this section are not retroactive and shall not apply to teachers hired prior to July 1, 1969.

C. ADVANCEMENT ON SCHEDULE

Teachers completing the necessary number of eligible credit hours for advancement to the next higher schedule may make application for such consideration as soon as official grades, transcript, etc., have been received. Such application will be forwarded, on the appropriate form, to the office of the Superintendent together with the necessary supporting transcripts.

Teachers whose contracts begin after the opening of school or who are granted leave such as maternity leave, and do not complete the year, will be granted credit for advancement on the salary schedule by an amount equal to the nearest 1/2 step, i. e. a teacher who has completed three months of a semester would be granted a full semester of credit. A teacher who leaves after completing two months of the second semester would receive credit for the first semester only.

Guidelines used in the evaluation of such applications are as follows:

1. AB + 15 and MA + 15
  - a. Only those courses taken after full provisional certification are applicable for advanced schedule credit.
  - b. Graduate credit courses of the candidate's own choice may be counted. They do not have to be in a planned program.
  - c. Undergraduate credit courses must have the written approval of the Credentials Evaluation Committee. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment, or planned future assignment. To secure this approval, file a written application in triplicate on the appropriate form which is available in your school office. Send such application to the office of the Superintendent clearly marked "Attention of Credentials Evaluation Committee."
2. MA + 30
  - a. All hours beyond the MA + 15 must be on the graduate level and should be related to one's own area of teaching assignment or in preparation for a specific future assignment in the system.

Any course not included in a degree program (i. e. , second master's program) must be approved by the committee. In order to secure approval, a written application should be submitted as in (1-c).

In cases where there may be question, doubt, or where committee action is indicated concerning the application, the Superintendent will refer such application to a "Credentials Evaluation Committee" consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by the Association. This committee shall review each such case and make a recommendation for appropriate action to the Superintendent, Board of Education, and teacher.

Teachers completing the necessary number of eligible credit hours for an advancement to the next higher schedule may make application as soon as work is completed. They will then be placed on the next higher schedule immediately upon confirmation (i. e. , statement from registrar's office verifying completion of required work), and retroactive to approval by the Credentials Evaluation Committee.

### 3. GUIDELINE FOR EQUIVALENCY CREDITS

- a. Equivalency Credit for advanced schedule placement shall be given after full provisional certification.
- b. Persons seeking Equivalency Credit in lieu of college courses must complete the following:
  - (1) Obtain prior approval from Credential Evaluation Committee for taking an activity for credit. Prior approval is to be interpreted as encouragement for the teacher to take the activity, however this is not to be misconstrued as automatic approval of equivalency credit being granted. Send prior approval application to the office of the Superintendent marked "Attention of Credential Evaluation Committee."
  - (2) After taking the activity, the teacher must complete the second part of application form and be sure to attach the statement of validation and send to the Superintendent's office as in b-(1).
- c. Equivalency Credit will be computed as follows:
  - (1) Fifteen (15) clock hours of activity sponsored by a firm other than a college or university will be equal to one semester hour of credit.
  - (2) If a person attends a one-day session it must be for a minimum of five clock hours. By attending three such one-day sessions he will be entitled to receive one Equivalency Credit.

- d. Persons seeking this Equivalency Credit will be allowed thirty Equivalency Credits or 450 clock hours in approved activities. These Equivalency Credits may be applied at any time while a person is working toward his advanced salary schedule.

NOTE: In order to qualify for a permanent certificate, a teacher must complete ten (10) semester hours of college credit plus three years of teaching. This teacher could get five Equivalency Credits in order to be placed on the AB+15 schedule. Should he decide to go on and receive his MA, he may earn Equivalency Credits up to the MA+30, and the five Equivalency Credits he received on the AB+15 will also be applied toward credits beyond the MA. Thus, this teacher would have the MA + 5 Equivalency Credits. Equivalency Credit will be retroactive for those teachers employed during the 1969-70 school year.

#### D. USE OF PERSONAL AUTOMOBILES

A teacher who is required in the course of his work to drive a personal automobile from one school building to another shall receive a car allowance of ten (10) cents per mile. This same allowance shall be given to a teacher who uses a personal car for field trips, or other approved business of the district.

#### E. LONGEVITY PROGRAM

In recognition of service to the district and its annexed districts, a teacher will receive longevity payment of an additional four percent (4%) of the current basic salary during his fifteenth (15th) to nineteenth (19th) years of service. Thereafter, during each additional five (5) years of service, the teacher will receive an additional longevity payment of four percent (4%) of the current basic salary.

Credit for prior (outside the district) experience shall be recognized to the same extent as at the time of employment. However, when prior experience is involved, no teacher shall be eligible for longevity increments until the fifteenth (15th) year of district service or until a year has been served on the maximum step of the applicable salary schedule, whichever occurs first. Placement on the longevity schedule shall be made in such a manner as to recognize all allowable experience.

F. TERMINAL PAY PROGRAM

In recognition of service to the District and its annexed districts, a terminal leave payment of \$20 per year of service in the district and its annexed districts will be paid to the teacher (or to his estate in the case of death of said teacher) upon retirement provided the teacher shall have been employed in the district and/or its annexed districts for at least ten (10) years. The term retirement is understood as defined by the Michigan Retirement Act.

G. PAY OPTION

1. Teachers shall have the option of receiving pay on a twenty (20) or twenty-six (26) pay period basis.
2. When a regular pay day occurs within four (4) days of the closing of school for a vacation period, said paychecks will be issued on the last school-session day prior to the beginning of said vacation.

H. EXTRA-DUTY ASSIGNMENTS

1. Payment for extra-duty assignments outside the normal load, will be paid according to the Schedule "B" for such assignments, which is attached to and incorporated in this Agreement.
2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rata share of the teacher's current basic salary.

I. INSURANCE BENEFITS --- Each teacher employed by the Board of Education one-half time or more shall be entitled to insurance benefits for the duration of this agreement in accordance with the provisions contained in this section.

1.	<u>MEA Super-Med</u>	<u>Allowance per month</u>
a.	Head of household - spouse and dependent children	\$50.50
b.	Head of household - and spouse	\$43.86
c.	Head of household - and dependent children (no spouse)	\$35.66
d.	Self only	\$18.96
2.	Family Dental Protection (alternate for Super-Med)	\$15.75
3.	Term Life Insurance in the amount of \$10,000	\$ 3.20
4.	Long term disability after one year 50% payment (all teachers)	\$ 2.70

INSURANCE PROVISIONS AND LIMITATIONS

- a. Head of household is defined as the person providing not less than 60% of the total annual income of a family unit.
- b. A single teacher with no dependent children may elect either \$18.96 per month for Super-Med or \$15.75 per month for Family Dental Care.
- c. Insofar as the provisions of Section 1 above, it is understood that if both the husband and wife teach in the Grand Haven School System, either the husband or wife would be eligible for benefits under the applicable provisions of Section 1, sub-section a. or b. above, whichever is applicable, but not both, and the other spouse shall be entitled only to such payments as are provided under "self only."
- d. Teachers employed half-time or more are eligible for insurance benefits in the same ratio as their employment.
- e. In the event that an employee, absent because of involuntary leave, illness or injury has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue during waiting period of disability coverage.
- f. If an employee terminates his employment for reasons other than illness prior to June, his subsidy shall terminate on the first of the month following date of last employment.

- g. A teacher who becomes eligible for long-term disability shall be allowed any unused sick leave in an amount equal to the difference between the long-term disability payments and full sick leave pay. Unused sick leave will be paid in the amount of 50% as long as the teacher remains eligible for long-term disability or until the sick leave expires or the disability insurance terminates.
- h. A person utilizing long-term disability and/or sick pay shall remain at the salary level of his/her earnings on the date of the occurrence of his/her disability.
- i. Insurance benefits described in 1-2-3-4 are based upon the insurance program of the MEA. The Board reserves the right to substitute a comparable insurance program with another carrier (such as Blue Cross). Substitution of carrier for MEA shall be by mutual agreement.

NOTE: Should the 1972-73 Health Insurance rates be increased, the Board shall increase its contribution to cover such increases for the 1972-73 period of this agreement.

#### J. SPECIAL TEACHING ASSIGNMENTS

Special teaching assignments in the district shall be subject to the following provisions:

- 1. Preference will be given to teachers regularly employed in the district on the basis of qualifications and seniority within the classification of the special teaching assignments to be filled in the district summer school programs, adult education and evening school programs.
- 2. Contracts for Summer School Programs shall be offered to teachers at the earliest possible date.
- 3. All teaching conditions which prevail during the "regular school year" shall also prevail during the Summer, Adult Education, and Evening School Programs.
- 4. Summer School teachers shall be entitled to two (2) summer school days of sick leave with no deduction from pay. Such sick leave shall not be accumulated from summer to summer, not added to or deducted from a teacher's regular sick or emergency leave accumulation.
- 5. Compensation for teaching, under this provision of the contract, shall be paid at the rate of not less than 1/1250 of base pay during the duration of this agreement. The contents of this paragraph shall not include teachers employed on Title I ESEA programs.

K. SPECIAL SALARY ALLOWANCE FOR ROBINSON AND CONNELL --- A salary travel allowance of \$200 per year shall be granted to those teachers assigned in the Robinson or Connell Schools who reside within the School District of the

City of Grand Haven, and who live more than three miles from the above-mentioned schools.

Teachers living outside of the Grand Haven School District may be eligible for this differential if their assignment is the result of being transferred to such a school and such transferral involves additional mileage.

## ARTICLE XII - PROFESSIONAL GRIEVANCE PROCEDURES

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance by submitting his grievance in writing on a form provided for that purpose. The grievance shall be signed by the grievant and the Chairman of the PRR Committee, and delivered to the Building Principal within ten (10) school days after the alleged grievance occurs. If the grievance involves more than one building the grievance may be filed with the Superintendent or his designated representative.

The ten-day limit shall not preclude the submission of a grievance not detected at the time of occurrence and the disposition of which could affect the financial welfare of the grievant.

- C. Within three (3) school days of the receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance by the principal or if no disposition has been made within three (3) school days of such meeting (or six (6) days from the date of filing, whichever shall be later) then the grievance shall be transmitted to the Superintendent by the PRR Committee within five (5) school days after receipt of such disposition. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance, and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and furnish a copy thereof to the Association.
- E. In the event satisfactory disposition of a grievance is not obtained after pursuing the procedures above provided by this Article, the grievance may, within ten (10) days from the date the Superintendent or his designee made or should have made his written disposition of the grievance and after written notice to the Board, be submitted to the American Arbitration Association for advisory arbitration in accordance with and subject to the following provisions:

(1) Only those grievances arising from an alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement may be submitted for advisory arbitration. Grievances which do not arise from an

alleged violation, misinterpretation or misapplication of this Agreement may be submitted directly to the Board for further disposition in accordance with this Article, but such grievances shall not be arbitrable. The authority of the arbitrator stems from this Agreement and his sole function is to interpret and apply this Agreement and to pass upon alleged violations thereof on an advisory basis.

(2) All grievances submitted for advisory arbitration pursuant to this Article shall be submitted to the American Arbitration Association and shall be subject to the rules and procedures of the American Arbitration Association in relation to the selection of an arbitrator and otherwise.

(3) The costs for the services of the arbitrator, including expenses, and any other charges of the American Arbitration Association, shall be borne equally by the Board and the Association, except that any party ordering a transcript of any arbitration proceeding shall bear the entire cost of such transcript.

(4) The decision of the arbitrator shall be in writing and shall be advisory only and shall not be binding upon the Association or the Board.

- F. Not later than its next regular meeting or two calendar weeks whichever shall be later, from the date of receiving the arbitrator's decision in the case of an arbitrable grievance, or from the date of receiving a written grievance not settled at the superintendent level in the case of a non-arbitrable grievance, the Board shall hold a hearing on the grievance. Provided, however, that in the case of any grievance relating to the dismissal, discharge, non-renewal or third year probation of any probationary teacher, the Board need not hold such hearing but may, in its discretion, hold such hearing on the grievance, review the grievance in executive session, or give the grievance such other consideration as it shall deem appropriate. For purposes of this paragraph, the term "hearing" shall mean an informal opportunity for the grievant, with or without representation, to present his grievance to the Board. Disposition of the grievance in writing by the Board shall be made no later than seven days after the hearing before the Board, its review of the grievance in executive session, or such other consideration of the grievance as it deemed appropriate, as the case may be. A copy of such disposition shall be furnished to the Association.
- G. 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 use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- H. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms

of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

- I. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.
- J. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties: provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceeding during regular working hours, a teacher participating in any level of the grievance procedure, including mediation, on his own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties without loss of salary.

### ARTICLE XIII - NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than March 1 of the Calendar Year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation may include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV - AGREEMENT CONTRARY TO LAW &  
MATTERS CONTRARY TO AGREEMENT

- A. 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.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed, hereafter employed, or considered for employment by the Board.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and 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.

ARTICLE XVI - DEFINITIONS

- A. Wherever the term "teacher" is used it is to include any member or members of the bargaining unit.
- B. Wherever the singular is used it is to include the plural.
- C. Wherever the term "Board" is used it shall mean the Board of Education of the School District of the City of Grand Haven, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- D. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
- F. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.

- G. Wherever the term "Association" is used it shall mean the Grand Haven Education Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- H. Wherever the term "Association Representative" is used it shall mean the teacher in a school designated by the Association to represent all the teachers in that school.
- I. Wherever the term "District" is used it shall mean the School District of the City of Grand Haven.

ARTICLE XVII - DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1972, and continue in effect until the 31st day of August, 1974. For the purposes of salary, insurance, and other incremental longevity increases or changes, the First Year of the agreement consists of the period from September 1, 1972 to June 30, 1973. The Second Year consists of the period from July 1, 1973 to August 31, 1974.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY \_\_\_\_\_  
President, Webb Scrivnor

BY \_\_\_\_\_  
President, Lewis Birckhead

BY \_\_\_\_\_  
Secretary, Marilyn Meeusen

BY \_\_\_\_\_  
Vice President, Glen Ringelberg

BY \_\_\_\_\_  
Negotiating Committee  
Chairman, Carl Treutler

BY \_\_\_\_\_  
Secretary, Donald DeGlopper

BY \_\_\_\_\_  
Negotiating Committeeman  
Karen Brewer

BY \_\_\_\_\_  
Treasurer, Roger Bolling

BY \_\_\_\_\_  
Negotiating Committeeman  
Margaret Coffey

BY \_\_\_\_\_  
Member, Edward Kinkema

BY \_\_\_\_\_  
Negotiating Committeeman  
Gary Ten Hagen

BY \_\_\_\_\_  
Member, David Seibold

BY \_\_\_\_\_  
Negotiating Committeeman  
John Shears

BY \_\_\_\_\_  
Member, Peter Sherwood

BY \_\_\_\_\_  
Superintendent, William M. Bocks

APPENDIX A-1

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
 SALARY SCHEDULE  
 1972 - 1973

Step	AB		AB + 15		MA		MA + 15		MA + 30	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	8250	1.00	8663	1.05	9075	1.10	9570	1.16	10,065	1.22
2	8663	1.05	9075	1.10	9570	1.16	10,065	1.22	10,643	1.29
3	9158	1.11	9570	1.16	10,148	1.23	10,643	1.29	11,303	1.37
4	9653	1.17	10,065	1.22	10,725	1.30	11,220	1.36	11,963	1.45
5	10,148	1.23	10,560	1.28	11,303	1.37	11,798	1.43	12,623	1.53
6	10,725	1.30	11,138	1.35	11,963	1.45	12,458	1.51	13,365	1.62
7	11,303	1.37	11,715	1.42	12,623	1.53	13,118	1.59	14,108	1.71
8	11,880	1.44	12,293	1.49	13,283	1.61	13,778	1.67	14,850	1.80
9	12,540	1.52	12,953	1.57	14,025	1.70	14,520	1.76	15,675	1.90
10	13,200	1.60	13,613	1.65	14,768	1.79	15,263	1.85	16,500	2.00

APPENDIX A-2

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
 SALARY SCHEDULE  
 1973 -- 1974

Step	AB		AB + 15		MA		MA + 15		MA + 30	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	8400	1.00	8820	1.05	9240	1.10	9744	1.16	10,248	1.22
2	8820	1.05	9240	1.10	9744	1.16	10,248	1.22	10,836	1.29
3	9324	1.11	9744	1.16	10,332	1.23	10,836	1.29	11,508	1.37
4	9828	1.17	10,248	1.22	10,920	1.30	11,424	1.36	12,180	1.45
5	10,332	1.23	10,752	1.28	11,508	1.37	12,012	1.43	12,852	1.53
6	10,920	1.30	11,340	1.35	12,180	1.45	12,684	1.51	13,608	1.62
7	11,508	1.37	11,928	1.42	12,852	1.53	13,356	1.59	14,364	1.71
8	12,096	1.44	12,516	1.49	13,524	1.61	14,028	1.67	15,120	1.80
9	12,768	1.52	13,188	1.57	14,280	1.70	14,784	1.76	15,960	1.90
10	13,440	1.60	13,860	1.65	15,036	1.79	15,540	1.85	16,800	2.00

SCHEDULE "B"

APPENDIX B.

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
 SCHEDULE OF EXTRA-DUTY ASSIGNMENTS for 1972-73 and 1973-74

The Board shall grant extra pay to those who are selected by the Board to perform the following extra assignments. Compensation shall be based on a percentage relationship to the current basic salary. The appropriate level is that represented by the teacher's previous years of experience in the activity in the district plus for up to five (5) years' outside experience in the activity in another school system. It is understood that positions for which extra pay is granted will be determined by the Board of Education.

ATHLETIC PROGRAM

POSITION	STEPS				
	1	2	3	4	5
Athletic Director	16.5%	17.0%	17.5%	18.0%	18.5%
Faculty Athletic Manager	4.0	4.5	5.0	5.5	6.0
Varsity Football					
Head Coach	16.5	17.0	17.5	18.0	18.5
Assistant Coach	10.5	11.0	11.5	12.0	12.5
Assistant Coach	10.5	11.0	11.5	12.0	12.5
Junior Varsity Football					
Head Coach	8.0	8.5	9.0	9.5	10.0
Assistant Coach	7.0	7.5	8.0	8.5	9.0
Ninth Grade Football					
Head Coach	7.0	7.5	8.0	8.5	9.0
Assistant Coach	5.0	5.5	6.0	6.5	7.0
Eighth Grade Football					
Coach	3.0	3.25	3.5	3.75	4.0
Coach	3.0	3.25	3.5	3.75	4.0
Varsity Basketball					
Head Coach	16.5	17.0	17.5	18.0	18.5
Junior Varsity Basketball					
Head Coach	8.0	8.5	9.0	9.5	10.0
Ninth Grade Basketball					
Head Coach	7.0	7.5	8.0	8.5	9.0
Eighth Grade Basketball					
Head Coach	3.0	3.25	3.5	3.75	4.0
Seventh Grade Basketball					
Head Coach	3.0	3.25	3.5	3.75	4.0
Varsity Boys' Gymnastics					
Head Coach	10.5	11.0	11.5	12.0	12.5

## SCHEDULE OF EXTRA-DUTY ASSIGNMENTS, 1972-73 and 1973-74

POSITION	1	2	3	4	5
Varsity Girls Gymnastics Head Coach	5.0	5.5	6.0	6.5	7.0
Junior High Gymnastics Head Coach - Boys	3.0	3.5	4.0	4.5	5.0
Girls Gymnastics	3.0	3.25	3.5	3.75	4.0
Varsity Wrestling Head Coach	11.0	11.5	12.0	12.5	13.0
Junior High Wrestling Head Coach	3.0	3.5	4.0	4.5	5.0
Varsity Swimming Head Coach - Boys	11.0	11.5	12.0	12.5	13.0
Assistant Coach	7.5	8.0	8.5	9.0	9.5
Varsity Swimming Head Coach - Girls	5.0	5.5	6.0	6.5	7.0
Junior High Swimming Head Coach	6.0	6.5	7.0	7.5	8.0
Varsity Baseball Head Coach	9.5	10.0	10.5	11.0	11.5
Assistant Coach	5.5	6.0	6.5	7.0	7.5
Junior High Baseball Head Coach	3.0	3.25	3.5	3.75	4.0
Varsity Track Head Coach	9.5	10.0	10.5	11.0	11.5
Assistant Coach	5.5	6.0	6.5	7.0	7.5
Varsity Track - Girls Head Coach	3.0	3.25	3.5	3.75	4.0
Junior High Track Head Coach	3.0	3.25	3.5	3.75	4.0
Varsity Cross Country Head Coach	6.0	6.5	7.0	7.5	8.0
Varsity Tennis Head Coach	7.0	7.5	8.0	8.5	9.0
Junior High Tennis Head Coach	3.0	3.25	3.5	3.75	4.0
Varsity Golf Head Coach	6.0	6.5	7.0	7.5	8.0
Intramural Program Directors \$2.75 per hour					

## APPENDIX B. - Page 3.

## SCHEDULE OF EXTRA-DUTY ASSIGNMENTS, 1972-73 and 1973-74

POSITION	1	2	3	4	5
<u>MUSIC PROGRAM</u>					
Director of Music	8.0	8.5	9.0	9.5	10.0
Senior High Band Director	8.0	8.5	9.0	9.5	10.0
Senior High Marching Band Director	3.0	3.25	3.5	3.75	4.0
Senior High Orchestra Director	4.75	5.0	5.25	5.5	5.75
Senior High Vocal Director	4.75	5.0	5.25	5.5	5.75
Junior High Band Director	4.75	5.0	5.25	5.5	5.75
Junior High Orchestra Director	3.75	4.0	4.25	4.5	4.75
Junior High Vocal Director	3.75	4.0	4.25	4.5	4.75
Elementary Band Director	3.5	3.75	4.0	4.25	4.5
Elementary Orchestra Director	3.5	3.75	4.0	4.25	4.5
Elementary Vocal Director	3.5	3.75	4.0	4.25	4.5
<u>ACTIVITIES</u>					
Senior High Yearbook Advisor	4.0	4.25	4.5	4.75	5.0
Advisor	4.0	4.25	4.5	4.75	5.0
Junior High Yearbook Advisor	3.0	3.25	3.5	3.75	4.0
School Plays (3 plays) Director	3.5	3.75	4.0	4.25	4.5
School Musicals Director	3.5	3.75	4.0	4.25	4.5

## SCHEDULE OF EXTRA-DUTY ASSIGNMENTS, 1972-73 and 1973-74

POSITION	1	2	3	4	5
Debate and Forensics Advisor	4.5	4.75	5.0	5.25	5.5
Senior High Cheerleading Advisor	4.0	4.25	4.5	4.75	5.0
Junior High Cheerleading Advisor	4.0	4.25	4.5	4.75	5.0
Senior High Girls' Athletic Association Advisor	2.0	2.25	2.5	2.75	3.0
Senior High Catalina Club Advisor	4.0	4.25	4.5	4.75	5.0
Rifle Club Supervisor	6.0	6.25	6.5	6.75	7.0
Assistant	3.25	3.5	3.75	4.0	4.25
Senior High Student Council Advisor	3.0	3.25	3.5	3.75	4.0
Senior High Class Advisors Senior Chairman	2.5				
Junior Chairman	2.5				
Sophomore Chairman	1.25				
Other Clubs approved by Board					
SHS Honor Society	2.0				
SHS Terra Cotta	2.0				
SHS Thespians	2.0				
SHS Pep Club	2.0				
JHS Honor Society	2.0				
JHS Pep Club					
Advisor	2.0				
Advisor	2.0				
Elem. Safety Patrol	2.0				

## APPENDIX C.

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
CALENDAR  
1972 - 1973

Date		Days	
		Session	Duty
September 1 September 5 September 6	New teacher orientation All teacher orientation First day of classes	18	19
October		22	22
November 23-24	Thanksgiving recess - no classes	20	20
December 22 (December 23 through January 1	School closes at end of day for Christmas No classes	16	16
January 2 January 19 January 22	School reopens End of First Semester Records day - no classes	14	15
	TOTAL DAYS - 1st Semester	90	92
January 23	Second semester begins	7	7
February		20	20
March 30 (March 31 through April 8	School closes at end of day - recess Spring recess	22	22
April 9 April 20	School reopens Good Friday - No classes	15	15
May 28	Memorial Day - No classes	22	22
June 8 * June 9 or 11	Last day of classes Records day - no classes	6	7
(date to be determined)	One Saturday Workshop		1
	TOTAL DAYS - 2nd Semester	92	94
	TOTAL DAYS - 1972-1973	182	186

\* Teacher to notify principal of choice.

Building: \_\_\_\_\_

Room: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date(s) of  
Substitution: \_\_\_\_\_

GRAND HAVEN PUBLIC SCHOOLS  
Grand Haven, Michigan

SUBSTITUTE TEACHER EVALUATION FORM

[This form to be filled out at the completion of  
the substitute teacher's teaching assignment]

SUBSTITUTE'S EVALUATION

1. Were adequate plans provided by the teacher? \_\_\_\_\_
2. Was there an adequate seating chart or attendance method provided? \_\_\_\_\_
3. Was information about special students and their problems provided? \_\_\_\_\_
4. Any other comments:

Signed: \_\_\_\_\_

1. To be filed in substitute's record file
2. Copy in teacher's personnel file.

Building: \_\_\_\_\_

Room: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date(s) of  
Substitution: \_\_\_\_\_

GRAND HAVEN PUBLIC SCHOOLS  
Grand Haven, Michigan

SUBSTITUTE TEACHER EVALUATION FORM

[This form to be filled out at the completion of  
the substitute teacher's teaching assignment]

TEACHER'S EVALUATION

1. Was substitute's performance adequate? \_\_\_\_\_
  
2. Comments:
  
  
  
  
  
  
  
  
  
  
3. Would you like this substitute in your classroom again? \_\_\_\_\_

Signed: \_\_\_\_\_

1. To be filed in substitute's record file.
2. Copy in teacher's personnel file.

Building: \_\_\_\_\_

Room: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date(s) of  
Substitution: \_\_\_\_\_

GRAND HAVEN PUBLIC SCHOOLS  
Grand Haven, Michigan

SUBSTITUTE TEACHER EVALUATION FORM

[This form to be filled out at the completion of  
the substitute teacher's teaching assignment]

ADMINISTRATOR'S EVALUATION

1. In my opinion, the classroom teacher:

2. In my opinion, the substitute:

Signed: \_\_\_\_\_

1. To be filed in substitute's record file.

2. Copy in Teacher's personnel file.