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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, INCORPORATED

MEA - NEA

*Grand Haven School District*

*Grand Haven Education Assoc.  
3 N. Seventh St.  
Grand Haven, Mich.  
49417*

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, INCORPORATED, MEA-NEA

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## ARTICLE I

Preamble

- A. 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 Incorporated (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
- B. WHEREAS this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Association, and
- C. WHEREAS the Association recognizes that the Board under law has the final responsibility for establishing policies for the district, and
- D. 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
- E. 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
- F. 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

- G. WHEREAS the parties, following deliberate professional negotiations, have reached certain understanding, and
- H. 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, and
- I. WHEREAS provisions of this article shall not constitute the basis of a grievance nor be used to interpret subsequent provisions of this contract.
- J. 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, certificated consultants and counselors (exclusive of the Director of Guidance and Counseling), librarians (exclusive of the Director of Media Services), 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, Community School Director, and all other employees not specifically included as part of the bargaining unit above mentioned, shall not be covered by this resolution.
- B. Definitions
1. Wherever the term "teacher" is used it is to include any member or members of the bargaining unit.
  2. A substitute teacher is a person who replaces a teacher for less than twenty (20) consecutive days.
  3. A permanent substitute teacher is a person who replaces a teacher for twenty (20) or more consecutive days.
  4. Wherever the singular is used it is to include the plural.
  5. 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.
  6. 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.

7. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
8. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all appendices incorporated by reference and Letters of Understanding.
9. Wherever the term "Association" is used it shall mean the Grand Haven Education Association Incorporated and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
10. 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.
11. Wherever the term "District" is used it shall mean the School District of the City of Grand Haven.

## 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 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.
- B. 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.
- C. 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.
- D. At the beginning of each school year the Board shall furnish each teacher a teacher's handbook which shall contain applicable Board policy and administrative rules and regulations. The handbook will be periodically updated.

## ARTICLE IV

Association Rights

- A. 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.
- B. The Board and the Association recognize the right of either party to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- C. Teachers shall have the right to join any teacher organization, and to freely express their support of the organization in its various activities.
- D. The Association shall be notified in writing upon employment of any new teacher.
- E. 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 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.
- F. 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.

- G. The Association and its representatives shall have the right to school 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. This provision shall be suspended during the period of any strike or withholding of services by the Grand Haven Education Association Incorporated.
- H. 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. If an Association Representative not employed by the school district shall visit the school for any reason concerning Association business, the representative shall first check in with the building principal or designee and state the nature of the business and the person or persons he wishes to see. In the event any Association representative shall violate the provisions of this section, the principal or designee may have the person removed.
- I. 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.
- J. 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. The term "established regulations" refers to existing school rules and regulations pertaining to the use of school-owned buildings, property, services and equipment. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.

K. The Board recognizes the right of any teacher to request the following payroll deductions or reductions:

1. United Profession Dues or Service Fee
2. Group Insurance Premiums
3. U.S. Savings Bonds
4. Ottawa County School Employees Credit Union
5. Contributions to Community Chest
6. Tax deferred Annuity Programs

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

## ARTICLE V

Financial Responsibility

- A. 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.
- B. 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:
1. 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
  2. Such teacher may elect not to join the Association but to pay it a representation fee in an amount equal to its dues (GHEA, MEA, NEA) by authorizing the deduction of such amounts from his salary, or
  3. 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.
- C. 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.

- D. 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.
- E. 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 judgments and legal expenses which may result from such action except such loss which may be caused by the Board's legal negligence. The Board of Education shall have the right to select its own law firm or attorney and shall thereafter inform the Association of its selection. If the Association objects to the attorney or law firm, the President of the State Bar of Michigan shall select the attorney or law firm to represent the Board of Education.
- F. 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 VI

Teacher Rights and Responsibilities

- A. 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.
- B. 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.
- C. 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.
- D. 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. The Board's decision in these matters shall be final.
- E. Each teacher shall have the right, upon request, to review and discuss the contents of their personal file, including administrative evaluations, written complaints, and commendations as maintained by building principals, supervisors, or the Superintendent.  
  
Privileged information, including confidential credentials and related personal references, are exempted from such review.
- F. Whenever disciplinary action is contemplated, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.

## ARTICLE VII

Teaching Conditions

## A. Calendar

The Association and the Board shall mutually agree upon the Calendar for each year of this contract. The Calendar for the 1974-75 school year is set forth in Appendix C.

## 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 the 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, or his designee. A teacher may place appropriate educationally related items on the agenda for the building meetings. 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. Exceptions to the duty-free lunch period may be made by mutual agreement between the building principal and the teacher involved.
4. Emergency conditions -- Teachers are expected to report for duty on the 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 the teachers are engaged in such activities on days when school is closed for the students.

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. Upon agreement of the administration and faculty of each elementary building, the calendar may be modified to designate the records day.

#### C. 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.
5. When elementary teachers' classes are being taught by specialists, they may use such time for purposes of planning, preparation, conferences, and other professional duties outside of the classroom with the consent of the building principal.

6. Items 3 and 4 above shall not be changed during the life of this contract, except in cases of emergency and then only after full consultation with the Association. The Board contemplates no increases in the number of assigned periods during the life of the contract.
7. 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.

D. Teaching Facilities, Equipment and Supplies

Based upon past practice of the Board of Education to provide adequate facilities, equipment and supplies, the Board will continue to supply the teachers with the basic tools of its profession by providing the teachers with:

1. Sufficient textbooks to carry out the school's established program of instruction.
  - a. Prior to changing 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 shall be final.
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.
3. Sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, and other materials deemed necessary as tools of the teaching profession.
4. Space in each classroom in which teachers may safely store instructional materials and supplies.
5. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

6. Adequate work space for special teachers.
  7. A faculty lounge, lunch room, rest rooms, and designated smoking areas.
  8. Parking facilities.
- E. The Board agrees to meet and confer with the Association to seek mutual acceptable solutions where any of the above conditions are in question.

## ARTICLE VIII

Academic Freedom

- A. 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.
  
- B. It is expressly understood that academic freedom as hereinbefore discussed, does not entitle the teacher to introduce into his teaching controversial matters which have no relation to his subject; nor does it give license to violate the laws of the State of Michigan or other areas specifically proscribed by the Board policy.

## ARTICLE IX

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.

The Board of Education and the Association agree that during the 1974-75 school year a study of class size and related problems shall be made. A specific charge shall be presented to the Instruction Council not later than October 15, 1974.

## ARTICLE X

Board Support of Teachers

- A. 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, assistance and legal services to all teachers with respect to control and discipline of students, including assistance in legal defense where the teacher may be involved in litigation as a result of carrying out reasonable control and discipline.
- B. 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.
- C. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, and provided the teacher itemizes the damage, loss, or destruction of clothing or personal property of the teacher as the result of an assault by a pupil while the teacher is on duty in the school, on the school premises or on duty during school-sponsored activities, the Board will reimburse the teacher.
- D. Teachers shall observe the rules and regulations established by the Board relative to the discipline of students. Such rules and regulations shall be included in the teachers' handbook.
- E. 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.

- F. 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.

## ARTICLE XI

Teacher Evaluations

- A. 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.

- B. The evaluation of all teachers is the responsibility of the administration.
- C. Teacher evaluations shall be made regularly in writing by the principal or a designated staff member.
- D. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher.
- E. Teacher Evaluations -- Teacher evaluations in general shall be based upon criteria developed cooperatively by teachers, staff members and the Board of Education
- F. Evaluation Review Committee
1. Committee Makeup--There is hereby established an evaluation review committee composed of two teachers to be selected by GHEA and two administrators to be selected, and one qualified person to be selected by the balance of the committee to act as chairperson.
  2. Powers of Committee--The committee shall act as the final reviewing body for all adverse evaluations appealed to it at the option of the teacher. The committee shall have the right to accept or reject the recommendation of the evaluation prepared by the administrator including the right to freeze a teacher in salary step for no more than one year.

3. The four members referred to in Paragraph 1 shall be appointed by the Association and administration no later than October 31, 1974. These four are charged with the responsibility of selecting the chairperson of the committee by January 1, 1975. If no chairperson has been selected by that date, the Department of Education of the State of Michigan will be requested to supply a list of five qualified candidates to serve as chairperson. Dr. Leon J. Herman, of Southfield, Michigan, shall select the chairperson from the list. The total committee shall develop appeal and hearing procedures by the close of the 1974-75 school year but not later than September 1, 1975. If necessary, prior to adoption of formal procedure, the committee is empowered to handle appeals in their discretion.
4. The term of office of a committee member shall be one year or until a successor is named.
5. The costs of the committee chairperson shall be borne equally by the Association and the Board.
6. The scope of the committee's function shall not be subject to the grievance procedure.

## ARTICLE XII

Vacancies, Promotions, Reassignments, and Transfers

- A. The Board will give first consideration to qualified candidates from within its own staff of employees when filling vacancies, including supervisory and administrative positions.
- B. 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.

- C. 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.
- D. 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.

- E. 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.

- F. Teachers will be informed by the Superintendent prior to involuntary transfers or assignments 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.

- G. 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.

## ARTICLE XIII

Substitute Teachers

- A. 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.
- B. 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.
- C. It is the teacher's responsibility to provide adequate and complete lesson plans for the use of the substitute.
- D. Teachers will be used to cover classes only in cases of emergency.
- E. Substitute teachers hired on a permanent basis shall be entitled to such salary and fringe benefits as a regular teacher would be entitled under the provisions 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.

## ARTICLE XIV

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.

## ARTICLE XV

Orderly Reduction of 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. The following provisions shall apply to a necessary reduction in personnel:
- 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 Michigan 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 XVI

Leaves of Absence

## A. Sick Leave

All full-time teachers regularly employed by the Board shall be allowed a total of fifteen (15) sick leave days at the beginning of the school year, subject, however, to the following:

1. For teachers previously employed by the Board of Education, sick leave shall accrue at the rate of one and one-half (1 1/2) days on the first day of each month on a ten-month basis. For newly employed teachers, the fifteen (15) days hereinbefore mentioned shall accrue at the rate hereinbefore specified but the teacher shall not be eligible to receive any sick leave until after the first full day of classroom teaching.
  - a. If an employee terminates his service before the end of the contract term, a deduction will be made at the time that service terminates for all sick leave used in excess of sick leave earned.
  - b. At the beginning of each school year the administration will provide each teacher a statement specifying the amount of accumulated sick leave.
  - c. Sick leave will be allowed to accumulate to 185 days. As to those teachers who have prior to the 1974-75 school year accumulated more than 185 days, that accumulation will be honored by the Board of Education; but as of the 1974-75 school year, no teacher shall be allowed to accumulate more than 185 sick leave days, nor shall any teacher who has accumulated in excess of 185 sick leave days be allowed to accumulate sick leave beyond those number of days which have been accumulated as of the close of the 1973-74 school year.
  - d. Sick leave may be used for the following:
    - (1) Illness, injury, disability or unavoidable quarantine of the teacher. Routine health examinations, dental appointments or surgical procedures which might appropriately be scheduled during vacation period shall not be covered.

(2) Serious illness or death in the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had an association equivalent to family ties. Critical illness or injury in the immediate family in order to qualify presupposes surgical operations or a doctor's attendance. Death or serious illness in the immediate family shall not exceed a maximum total of five (5) days per year for each death or serious illness.

- e. In order to be eligible for payment under the provisions of sick leave, teachers shall be required to notify the building principal in the event of absence due to personal, critical illness or injury, or critical illness or injury in the immediate family not later than seven (7) o'clock, a.m., or as soon as possible, on the day of expectant day of absence so that a substitute may be obtained. In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification. Notification for leave for funeral or death in the immediate family is expected as soon as practicable to the Superintendent or the building principal.
- f. The Board of Education and the administration reserve the right to reasonably demand a physical examination by a doctor of the Board's choosing and at the Board of Education's expense.

#### B. Personal Business Days

Up to two (2) days per year of the foregoing sick leave may be used for purposes of personal business which may be used by the teacher to take care of business obligations which cannot be taken care of outside of the regular school day. Such personal leave is not intended for recreational, job hunting, or similar purposes. Personal business days may not be taken on days preceding or succeeding a vacation or holidays without specific prior approval by the building principal. In

order to be eligible for personal business leave, the teacher must state the reasons for the leave in writing and must file same with the building principal at least twenty-four (24) hours before taking said leave. Notification may be waived in cases of emergency by the building principal.

C. Other Leaves of Absence with Pay not Chargeable to Sick Leave

In order to be eligible for the following leaves of absence with pay not chargeable to sick leave the teacher must give written notice to the Superintendent or Assistant Superintendent in charge of instruction at least seven (7) days prior to taking said leave, except where waived in writing because of emergency or except as hereinafter specified and, upon said notice, the teacher may qualify as hereinafter stated:

1. Professional Leave

Upon approval of the Superintendent or Assistant Superintendent in charge of instruction, teachers will be granted leave of absence 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 upon submission of the proper vouchers.

2. Jury Duty

Any teacher summoned to jury duty shall be paid for the loss of salary incurred for each working day of absence by an amount equal to the difference between the jury pay and the teacher's regular salary not to exceed twenty (20) days per semester.

3. Short Term Military Service Leave

A teacher called to active emergency duty by reason of military status will be paid in an amount equal to the difference between his military and teacher's pay not to exceed thirty (30) days.

4. Appearance as a Witness

Appearance as a witness in a school-connected matter when subpoenaed by the court, except where the Association or any of its affiliates or parent bodies are the plaintiff or defendant, will be paid the full salary for each working day of absence, unless the teacher is a defendant in any criminal proceeding.

- a. In the event a teacher is a defendant in a criminal matter and the Board of Education determines that the teacher has acted within the scope of Board policy, and the teacher is adjudged innocent of any criminal activity arising out of the incident, the Board will reimburse the teacher for any salary lost as a result of time spent defending such case when actually in court.

5. Association Leave

The Association shall be granted a total of twenty (20) school days per year for its authorized representatives to participate in business activities of the Association provided written notification of the leave is furnished to the building principal not less than twenty-four (24) hours prior to the expected date of leave. The above days shall be granted with loss of pay equal to the cost of a substitute.

6. The Board reserves the right to grant other short term leaves in its discretion with or without pay upon written application by the teacher involved.

D. Leaves of Absence Without Pay

1. Sabbatical Leave

The Board of Education may in its discretion grant a sabbatical leave to not to exceed two percent (2%) of the teaching staff at any one time upon written application by the teacher submitted to the Superintendent of Schools no later than May 1 of the school year preceding the school year for which the leave is requested. The leave of absence shall be subject to Section 572 of the School Code of 1955 as amended. During the course of said sabbatical leave, the teacher may be paid his full annual salary and related benefits or the difference between such compensation and any funds granted to the teacher by private, academic or governmental agencies for educational purposes. The Board of Education shall specify the beginning and the ending date of the sabbatical leave. Any teacher on sabbatical leave shall be allowed increment credit on the salary schedule.

## 2. Maternity Leave

- a. Maternity leave without pay is available to female teachers. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.
- b. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement. Said notification shall request a beginning and ending date of the leave to be agreed upon by the teacher and the administration.
- c. The agreed upon date and request shall be referred to the Board of Education for approval. It is understood that each request for maternity leave will be considered on an individual basis.
- d. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
- e. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for re-employment. Extension of the leave shall be in the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- f. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

- g. Failure to return from a maternity leave on the date specified in said leave shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
  - h. Failure to apply for a maternity leave as hereinabove specified shall result in termination of employment when the teacher can no longer perform her duties, unless mutually agreed upon by the Board and the teacher.
  - i. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.
3. Upon sixty (60) day written request, a female teacher shall be given an adoption leave without pay up to one year renewable in the discretion of the Board. At the time of granting the leave the Board shall specify the beginning and ending date in accordance with the teachers request and approval of the Superintendent.

## ARTICLE XVII

Grievance Procedure

- A. A grievance shall be defined as a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- 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 that could not have been reasonably detected by the teacher at the time of the occurrence.

- C. The grievance procedure shall not apply to the following:
1. The termination of services of or failure to re-employ any probationary teacher.
  2. The placing of a non-tenure teacher on a third-year probation.
  3. The failure to re-employ any teacher to a position on extra-curricular schedule.
- D. Any written grievance shall contain the following:
1. The grievance shall be signed by the grievant or grievants.
  2. The grievance shall be specific.
  3. The grievance shall contain a synopsis of the facts giving rise to the alleged violation.
  4. The grievance shall specify the section or subsections of the contract alleged to have been violated.

5. The date of the alleged violation shall be contained in the grievance.
  6. The grievance shall specify the relief requested.
- E. 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.
- F. 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.
- G. The Association may appeal the Superintendent's decision to the Board of Education within five (5) days of its receipt. The Board shall hold a hearing to consider the grievance in executive session no later than its next regular meeting or two calendar weeks, whichever shall be later. The grievant may appear with or without representation. Within seven (7) days after the hearing the Board shall render its opinion in writing transmitting a copy to the grievant and the Association.
- H. In the event satisfactory disposition of a grievance is not obtained after pursuing the procedures above provided by this Article, the Association may, within ten (10) days from the date the Board's written disposition of the grievance and after written notice to the Board, submit to the American Arbitration Association for binding arbitration in accordance with and subject to the following provisions:
1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to award new salary scales or to recommend any changes in salary schedules.

3. The arbitrator shall have no power to recommend a change in any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board except where the same may violate the provision of the contract.
  4. The arbitrator shall have no power to interpret state or federal law in his recommendations.
  5. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
  6. Where no wage loss has been caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.
  7. Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the award recommend settlement earlier than thirty (30) days prior to the date on which the grievance is filed.
  8. All grievances submitted for arbitration pursuant to this Article shall be submitted to the American Arbitration Association and shall be subject to the rules and regulations of the American Arbitration Association in relation to the selection of an arbitrator and otherwise.
  9. 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.
- I. The time limit 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.

- J. 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.
- K. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.
- L. 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 proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including arbitration 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 XVIII

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 its recommendations, shall be submitted in writing to all members of the IC with copies to the Board's Education committee, and a copy posted in each teacher's lounge throughout the system.
  - 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. While the Board agrees to consider recommendations submitted in a timely fashion, it is understood that the failure of the Board to place any of the IC recommendations into effect shall not constitute the basis for a grievance.
  - G. The IC shall annually submit an itemized budget request including expenses for its sub-committees and clerical expenses to be approved by the Board. All expenses of the IC within the budgetary approval will be borne by the Board of Education.

## ARTICLE XIX

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

## ARTICLE XX

Workmen's Compensation Award

Any teacher who is absent as a result of an injury or disease compensated through Michigan Workmen's Compensation Award shall receive a supplement from the Board of Education for a period not to exceed six (6) months without deduction from sick leave in order that the teacher's net take home pay will remain the same.

Beyond the six (6) month period such payments by the Board of Education shall be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his regular net weekly pay until sick leave is exhausted.

## ARTICLE XXI

Professional Compensation

## A. Salary Schedule

The basic salaries of teachers covered by this Agreement are stated on Schedule "A" which is attached to and incorporated in 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 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 + 18 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).

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.

- c. 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. This teacher could get five Equivalency Credits in order to be placed on the AB+18 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+18 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 thirteen (13) 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. 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, nor 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.

J. Insurance Benefits and Limitations

Each teacher employed by the Board of Education one-half (1/2) 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>Not to exceed per month</u>
	a. Full family - spouse and dependent children	\$50.50
	-or-	
	b. Self and spouse	\$43.86
	-or-	
	c. Self and dependent children (no spouse)	\$35.66
	-or-	
	d. Self only	\$18.96
	-or-	

2. Family Dental Protection \$18.35  
(alternate for Super-Med)

-plus-

3. Term Life Insurance in the amount of \$15,000

-plus-

4. Long term disability - tenure teachers only - 70% of monthly salary

5. A single teacher with no dependent children may elect either \$18.96 per month for Super-Med or \$18.35 per month for Family Dental Care, but not to exceed \$18.96.

6. 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, subsection "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."

7. Teachers employed half-time or more are eligible for insurance benefits in the same ratio as their employment.

8. 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.

9. 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.

10. A teacher who becomes eligible for long-term disability as specified in the existing L.T.D. contract may utilize accumulated sick leave up to 70% of regular monthly earnings so long as such use does not act as a direct or indirect offset in the benefits under the existing policy.

11. 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.
12. Insurance benefits described in 1-2-3-4 are based upon the insurance program of the MEA. Substitution of carrier for MEA shall be by mutual agreement.

## ARTICLE XXII

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 April 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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- E. 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.

## ARTICLE XXIII

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. 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. 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 XXIV

Continuity of Professional Services

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

## ARTICLE XXV

Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of September 1, 1974, and continue in effect until the 31st day of August, 1976.

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

Notwithstanding any other provision of this contract, the parties shall have the right to re-open the following items for renegotiations on July 1, 1975, or earlier if mutually agreed for the second year of the contract:

1. Salary Schedule A
2. Extra Duty Schedule B
3. Calendar
4. Class Size
5. Continuity of Professional Services
6. Teacher Assignment
7. Financial Responsibility
8. Binding Arbitration
9. Insurance

GRAND HAVEN EDUCATION ASSOCIATION

By Carl Trentler

By Gary J. Ten Hagen

BOARD OF EDUCATION,  
GRAND HAVEN PUBLIC SCHOOLS

By [Signature]

By [Signature]

LETTERS OF UNDERSTANDING

I.

IT IS AGREED between the Board and the Association that the area recreation program now in existence is not within the scope of the bargaining unit and that the Association does not represent for collective bargaining purposes any of the employees of the program.

II.

The Association recognizes that the Board of Education is not obligated to notify the Association concerning the provisions of Article V (Association Rights Article) paragraph F. Further, it is recognized by the Association that the Board has all final authority in determining policies and programs discussed under this paragraph.

Furthermore, the Association recognizes that unusual circumstances may preclude a formal meeting being held, in which case communication could be accomplished by telephone.

III.

It is understood between the Association and the Board of Education that in interpreting the contractual language concerning the Evaluation Review Committee the following precepts are implied:

- A. Evaluation Review Committee provisions do not apply to probationary teachers.
- B. The powers of the committee in imposing penalties in relation to step increment shall have the following effect:
  - 1. Lateral movement on the salary schedule shall not be prohibited by the committee.
  - 2. A teacher "frozen" on step cannot make up the freeze by later performance.

3. If a teacher is frozen for up to a year and not subsequently adversely evaluated the next year, the prior "freeze" will not prevent automatic progression.
  4. A teacher on the top step that is frozen shall have the average of all increments of the new schedule in that teacher's vertical column deducted from the new pay scale but shall not receive less pay than the prior year and, in addition, any longevity increase shall be automatically deferred for the one additional year.
- C. Adverse evaluation meriting a principal recommendation of freeze need not be based solely upon adverse formal classroom evaluation, but may be based upon other validated work related matters.
- D. The committee should set forth guidelines as to what procedure in administering discipline within its purview it will consider meritorious prior to imposing a freeze. Further, that post evaluation conferences will follow all adverse evaluations, and that such conferences will include written statements setting forth the deficiencies to be corrected and suggestions for improvement.
- E. There shall be no right to appeal to the committee where no economic sanction is proposed.
- F. A mutually acceptable evaluation instrument will be devised by January 1, 1975.

## APPENDIX A

1974 - 1975  
SALARY SCHEDULE A

Step	AB		AB+18*		MA		MA+15		MA+30	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	8950	1.00	9398	1.05	9845	1.10	10,382	1.16	10,919	1.22
2	9398	1.05	9845	1.10	10,382	1.16	10,919	1.22	11,546	1.29
3	9935	1.11	10,382	1.16	11,009	1.23	11,546	1.29	12,262	1.37
4	10,472	1.17	10,919	1.22	11,635	1.30	12,172	1.36	12,978	1.45
5	11,009	1.23	11,456	1.28	12,262	1.37	12,799	1.43	13,694	1.53
6	11,635	1.30	12,083	1.35	12,978	1.45	13,515	1.51	14,499	1.62
7	12,262	1.37	12,709	1.42	13,694	1.53	14,231	1.59	15,305	1.71
8	12,888	1.44	13,336	1.49	14,410	1.61	14,947	1.67	16,110	1.80
9	13,604	1.52	14,052	1.57	15,215	1.70	15,752	1.76	17,005	1.90
10-14	14,320	1.60	14,768	1.65	16,021	1.79	16,558	1.85	17,900	2.00
15-19	14,678	1.64	15,126	1.69	16,379	1.83	16,916	1.89	18,258	2.04
20-24	15,036	1.68	15,484	1.73	16,737	1.87	17,274	1.93	18,616	2.08
25-29	15,394	1.72	15,842	1.77	17,095	1.91	17,632	1.97	18,974	2.12
30-34	15,752	1.76	16,200	1.81	17,453	1.95	17,990	2.01	19,332	2.16
35-39	16,110	1.80	16,558	1.85	17,811	1.99	18,348	2.05	19,690	2.20
40-44	16,468	1.84	16,916	1.89	18,169	2.03	18,706	2.09	20,048	2.24

\* 1973-74 was AB+15 - due to negotiations and change in certification law this column has been changed to AB+18. Those teachers who were paid on AB+15 column during 1973-74 school year may remain in that column. As to those teachers who completed all course work prior to September 1, 1974, and have filed application and supporting transcript with the Office of the Superintendent not later than October 15, 1974, lateral movement will be granted upon proof of AB+15 credit hours. Any teacher completing course work after September 1, 1974, or making application after October 15, 1974, must complete AB+18 credit hours in order to effectuate lateral movement.

## APPENDIX B

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
SCHEDULE OF EXTRA-DUTY ASSIGNMENTS FOR  
1974-75

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.

POSITION	STEPS				
	1	2	3	4	5
<u>ATHLETIC PROGRAM</u>					
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 - Boys	16.5	17.0	17.5	18.0	18.5
Head Coach - Girls	11.5	11.75	12.25	12.5	12.75

POSITION	STEPS				
	1	2	3	4	5
Junior Varsity Basketball					
Head Coach - Boys	8.0	8.5	9.0	9.5	10.0
Head Coach - Girls	5.5	6.0	6.25	6.5	7.0
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 Gymnastics					
Head Coach	10.5	11.0	11.5	12.0	12.5
Assistant Coach	7.0	7.5	8.0	8.5	9.0
Varsity Wrestling					
Head Coach	11.0	11.5	12.0	12.5	13.0
Junior Varsity Wrestling					
Head Coach	5.25	5.75	6.0	6.5	7.0
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
Head Coach - Girls	5.5	5.75	6.0	6.25	6.5
Junior High Swimming					
Head Coach - Boys	6.0	6.5	7.0	7.5	8.0
Head Coach - Girls	3.0	3.25	3.5	3.75	4.0
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

POSITION	STEPS				
	1	2	3	4	5
Junior High Baseball Head Coach	3.0	3.25	3.5	3.75	4.0
Varsity Track					
Head Coach - Boys	9.5	10.0	10.5	11.0	11.5
Assistant Coach	5.5	6.0	6.5	7.0	7.5
Head Coach - Girls	7.0	7.4	7.8	8.2	8.6
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 - Boys	7.0	7.5	8.0	8.5	9.0
Head Coach - Girls	5.6	6.0	6.4	6.8	7.2
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 \$2.80 per hour					
<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

POSITION	STEPS				
	1	2	3	4	5
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 (3plays)					
Director	3.5	3.75	4.0	4.25	4.5
Musicals					
Producer	7.0	7.25	7.5	7.75	8.0
Assistant Directors					
(as approved by Superintendent)	4.5	4.75	5.0	5.25	5.5
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

POSITION	STEPS				
	1	2	3	4	5
Senior High Class Advisors					
Senior Chairperson					3.5
Junior Chairperson					3.5
Sophomore Chairperson					3.5
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

Girls' sports activities percents are based upon the ratio of the girls' seasons to boys' seasons. Changes in these ratios will result in adjustments to this schedule.

## APPENDIX C

SCHOOL DISTRICT OF THE CITY OF GRAND HAVEN  
CALENDAR  
1974 - 1975

Date		Days	
		Session	Duty
August 30	New teacher orientation		
September 3	All teacher orientation		
September 4	First day of classes	17	18
October		23	23
November 28-29	Thanksgiving recess - no classes	19	19
December 20	School closes at end of day for Christmas		
December 23 through	No classes	15	15
January 1			
January 2	School re-opens		
January 23	End of First Semester	16	17
January 24	Records day - no classes		
	TOTAL DAYS - 1st Semester	90	92
January 27	Second semester begins	5	5
February 17	Washington's Birthday - no classes	19	19
March 28	School closes at end of day - recess		
March 31 through	Spring Recess	20	20
April 4			
April 7	School re-opens	18	18
May 26	Memorial Day - no classes	21	21
June 12	Last day of classes		
June 13	Records day - no classes	9	10
	TOTAL DAYS - 2nd Semester	92	93
	Total Days - 1974-1975	182	185