

GRANDVILLE EDUCATION ASSOCIATION
GRANDVILLE PUBLIC SCHOOLS
GRANDVILLE, MICHIGAN

May 2, 1966

Mr. Kai L. Erickson, Consultant
Office of Professional Negotiations
1216 Kendale Boulevard
East Lansing, Michigan

Dear Mr. Erickson:

Enclosed are two copies of our finally ratified and executed agreement. You had asked that we send you two copies for reference purposes.

Sincerely,

Elmer Theodore

Elmer Theodore
President

Hunt Co.

Grandville

*Ratified: April, 1966
Reg. 9.*

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

1216 KENDALE

E. Lansing, Mi.

48824

A G R E E M E N T

This Agreement entered into this _____ day of _____, 1966 by and between the Board of Education of the Grandville Public Schools, hereinafter called the "Board", and the Grandville Education Association, hereinafter called the "Association".

W I T N E S S E T H:

The Board and the Association recognize that their primary responsibility is to the children of the District and declare their belief to be that the quality of education can be improved by the observance of the various provisions of this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board recognizes the Association as the exclusive bargaining representative, as provided in Act 379, Public Acts of 1965, for all certificated classroom teachers, librarians and counselors employed by contract with the Board but excluding substitute teachers, nurses, the Superintendent, nonteaching Principals, Elementary Coordinator, other supervisory and executive personnel, and office and clerical employees. The term "teacher", when used in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association with respect to persons in the unit defined in Paragraph A above for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

Grandville Bd of Ed.

C. On or before October 15 of each year teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of all such teachers.

ARTICLE II

Teacher Rights

A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement for the 1966-67 school year are set forth in Schedule A which is attached to and incorporated into this Agreement.

B. The salary schedule is based on a normal teaching load for full time teachers and shall be the compensation for all regular teaching and related services performed during the 1966-67 school year, September 6, 1966 through June 9, 1967. It does not cover extra services performed outside the established school year, which duties, if desired by the Board, shall be requested on a voluntary basis and paid for at a rate mutually agreed upon by the Board and the individual teacher involved. Nor does it cover extra assignments outside normal school hours such as coaching, class sponsorship, etc. which shall be paid for at a rate mutually agreed upon by the Board and the individual teacher or group of teachers involved.

C. Teachers shall not be required to report prior to the Tuesday following Labor Day or to remain more than two days after classes end in June, except that new teachers or teachers with less than one semester of service in the Grandville School System may be required to report on the Friday before the regular opening of school.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. A minimum of seven (7) regular school days (including Christmas and New Year's Days) will be set aside for Christmas vacation and three (3) regular school days will be set aside for Spring vacation.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary when such meeting is scheduled by mutual agreement during the school day.

F. A teacher who has been designated as the Association's Representative Assembly delegate shall be released from regular duties without loss of salary to attend regular meetings of the Michigan Education Association for up to two (2) days per year.

ARTICLE IV

Teaching Hours

A. While school hours may differ in different schools, the basic teaching day is 8:10 to 3:45. These hours may be adjusted to equivalent later times in those schools which start later because of transportation problems.

B. While the above Paragraph provides for a basic teaching day, the Association recognizes that each teacher's professional responsibilities to his students and the District will require him to devote additional time outside the teaching day or week to such matters as preparing lesson plans, materials and projects, grading papers, attending required staff meetings and school functions, meeting parents, preparing reports, and other work relating to his teaching function. It is agreed that such matters are an integral part of each teacher's duties and will be performed in a conscientious, professional manner.

ARTICLE V

Teaching Loads and Assignments

A. The present normal weekly teaching load in the junior and senior high school of twenty-five (25) teaching periods and five (5) unassigned preparation periods will be continued as

long as the present six-period day is maintained. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In no event shall the teaching load be greater than those standards required to maintain accreditation.

B. Since pupils should be taught by teachers working within their area of competence, teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades or by changes in subject assignment in the secondary school grades will be notified and consulted by their Principals as soon as practicable prior to June 1st. Such changes will be voluntary when possible except that assignments may be changed when related to the loss of a teacher. Should any problem arise in connection with changes of assignment, they will be subject to discussion and review by the Administrative Staff and the appropriate Association Committee.

ARTICLE VI

Teaching Conditions

A. The parties recognize that subject to the financial and other limitations of the District the availability of optimum school facilities for both student and teacher is desirable to obtain the high quality of education which is the goal of both teacher and the Board. While it is necessary to assign certain other duties to some teachers, the Board subscribes to the principle that the professional skill and ability of a teacher is best utilized by organizing the school so that he is primarily directed to teaching students.

B. The Board similarly subscribes to the general objective of keeping the student-teacher ratio at accepted standards and lowering them where feasible. The Association recognizes, however, that a high ratio frequently results from or is affected by factors beyond the Board's reasonable control. It is agreed that if the Association believes the student-teacher ratio in a particular class exceeds proper standards, such matter together with a proposed solution should be brought to the Board's attention for discussion and resolution.

ARTICLE VII

Vacancies and Promotions

A. Any teacher may at any time request in writing a transfer to a teaching position in any grade or subject field for which he feels qualified. Before any teacher is hired or assigned to fill a vacancy in such position, the Principal or Superintendent shall interview all teachers who have requested assignment to the vacancy. In filling such vacancy due weight shall be given to the professional background and attainments of all such persons and to all other relevant factors. Where the qualifications of one person are not superior to the qualifications of others who request transfer to such a vacant position, the person with the greatest length of service in the Grandville School System shall be appointed to such position.

ARTICLE VIII

Leave Pay

A. Leave-From-Duty Provisions:

1. Leave from duty up to a total of ten (10) days per year shall be granted for the following reasons without deduction from salary as follows:

Illness or injury of teacher	10 days
Unavoidable quarantine of teacher	10 days
Each death in immediate family	4 days
Each serious illness or injury in immediate family	2 days
Each Funeral (depending on distance)	1/2 or 1 day

a. Immediate family is defined as spouse, parents, grandparents, father-in-law, mother-in-law, child, brother, sister.

b. Serious illness or injury in immediate family is defined as dangerous and would presuppose a doctor's attendance.

2. Unused leave from previous years shall accumulate to a total of eighty (80) days.

3. For absences not covered above but which are approved in advance, 1/200 of the teacher's regular salary shall be deducted for each day of such absence for teachers on a ten-month contract. However, if such approved absence is for the entire balance of the school year or if it is not approved in advance, a pro rata deduction shall be made based on the ratio which the weeks of absence bear to the weeks in the school year.

4. Absences caused by pregnancy or normal childbirth shall not be considered sick leave.

5. Teachers wishing special consideration for absence not allowed herein may file a written request with the Superintendent for Board consideration of their special cases.

ARTICLE IX

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. In cases of extended illness acceptable medical evidence of ability to resume teaching duties may be required. Upon return from leave, a teacher shall be assigned to the same position, if available, or if not a substantially equivalent position, and shall be at the same step on the salary schedule as when his leave began.

ARTICLE X

Insurance Protection

A. The Board will provide \$5,000.00 of group life insurance protection for each male teacher and \$2,000.00 of group life insurance protection for all female teachers. Each teacher who elects such insurance will contribute twenty (20) cents per thousand per month if under age thirty-five (35); thirty (30) cents per thousand per month for teachers age thirty-five (35) through forty-four (44); and sixty (60) cents per thousand per month for teachers age forty-five (45) and over.

B. The Board will continue to provide comprehensive hospital, medical and surgical insurance protection to those teachers who elect such coverage. The Board will pay one-half of the monthly premium of the basic Blue Cross-Blue Shield plan selected for each married teacher who elects insurance coverage for his dependents and three-quarters of the monthly premium for each unmarried teacher and each married teacher who does not elect insurance coverage for his dependents. The Board will pay an equivalent amount based on the mid-point between ward and semiprivate Blue Cross-Blue Shield rates to the Grandville Education Association for those teachers carrying M.E.A. Hospital-Medical Insurance. For purposes of this paragraph, a teacher shall not cover as his dependent any person who works more than three-quarters time. The rates as of June 1 shall be the base used for the ensuing fiscal year.

C. The Board will continue to make deductions for tax free annuities from the salaries of teachers who authorize it, in accordance with the Board's resolution of October 25, 1965.

ARTICLE XI

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel tenure evaluation file which is made by the Administration.

ARTICLE XII

Protection of Teachers

A. The Board recognizes that it and its Administrative Staff must give needed support to its teachers in order that they can maintain the classroom control and discipline which is necessary for effective teaching and will continue to do so.

B. Any case of assault by a student on a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and the Board will cooperate with the teacher, law enforcement and judicial authorities in taking steps to remedy the matter.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will, when it feels the teacher acted properly, cooperate with the teacher by making available to him and his counsel any witnesses or documentary material requested by the teacher which are available to the Board.

D. Time necessarily lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher when the action of the teacher is upheld.

E. The Board will reimburse teachers for any loss, damage or destruction of the teacher's clothing or personal property not covered by insurance caused by a student while the teacher is on duty.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention before any action thereon is taken by the School against the teacher.

G. While teachers are expected to exercise reasonable care with respect to the safety of pupils and property, they shall not be individually liable for damage to School property.

ARTICLE XIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. It is, however, understood that such negotiations may not be required with respect to matters specifically covered herein or with respect to essentially economic matters without the mutual consent of both parties.

B. At least one hundred fifty (150) days prior to the expiration of the Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other, and each may select its representatives from within or without the School District. No final agreement on any new or successor contract shall be executed without ratification by the Board and by the Association in accordance with their respective rules. The parties, however, agree that their representatives will have power to make and consider proposals and to make concessions in the course of bargaining, subject only to such ultimate ratification.

ARTICLE XIV

Professional Grievance Negotiation Procedure

A. Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, any law relating to wages, hours or conditions of employment (except a statute specifically establishing a procedure for redress), or rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment, shall discuss such matter with the Principal of the building involved within five (5) days after the event occurs.

B. In the event such discussion does not resolve the matter satisfactorily, the teacher involved may within five (5) days thereafter file a written grievance with the Chief Administrative Officer or his designated representative. Within five (5) days after receipt of the written grievance a meeting shall be held in an effort to resolve the grievance. If the grievance is not satisfactorily resolved, it may within five (5) days thereafter be transmitted to the Secretary of the Board, with a statement of reasons why it was filed and disapproved.

C. At its next regular meeting the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board will not unreasonably delay making a final decision thereon.

D. If the decision of the Board is not satisfactory, the grievance may be submitted to arbitration by written notice given within 15 days after receipt of the decision.

An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the

arbitrator, he shall be selected by the parties from a panel of five (5) qualified persons prepared by the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Grievances involving questions of law shall not be arbitrated but may be submitted to the court having jurisdiction to determine such matters.

E. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

ARTICLE XV

Board and Administration Rights

A. It is recognized that Michigan law makes the Board legally responsible for the operation of the Grandville School System in all respects. In meeting such responsibilities the Board acts through its Administrative Staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members and the establishment and revision of rules pertaining to the work and conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and Administrative Staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE XVI

No Interruption of Education

Consistent with the declared purpose of providing a quality education for the children of Grandville, the Association and each teacher agree that during the life of this Agreement they will not encourage, cause or participate in any interruption of or disturbance with the continuous, normal education of such

children, and that any difference of opinion which may arise will not be permitted to affect in any way the continuous, normal educational process.

ARTICLE XVII

Miscellaneous Provisions

A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call as soon as their unavailability is known and in any event before 7:00 a.m. to report unavailability for work.

B. In accordance with past agreement, teachers will be allowed a regular school day between semesters to correct and grade papers, enter marks, and prepare and plan for the forthcoming semester. Students will not attend school on this day.

C. This Agreement shall supersede any rules, regulations or practices of the Board or terms of any individual teacher's contracts to the extent they are contrary to or inconsistent with its terms. All future individual teacher contracts shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall at the expense of the Board be presented to all teachers.

E. 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, 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.

Duration of Agreement

This Agreement shall become effective on September 1, 1966 and shall continue in effect until July 1, 1967. Upon written notice given at least one hundred fifty (150) days before the

expiration of this Agreement, this Agreement and the Salary Schedule may be renegotiated for future years.

BOARD OF EDUCATION

By _____ (President)

By _____ (Secretary)

GRANDVILLE EDUCATION ASSOCIATION

By _____ (President)

By _____ (Secretary)

SCHEDULE A

I. SALARY SCALE

The salary scale for 1966-67 is listed here and supplemented by provisions below:

<u>Year</u>	<u>PhD</u>	<u>Ed. Spec.</u>	<u>M.A.</u>	<u>A.B. with Prov. Perm. Life</u>	<u>A.B. Special</u>	<u>Non degree 90 plus</u>	<u>Less than 90</u>
1st	5975	5775	5575	5200	5150	4900	No
2nd	6175	5975	5775	5400	5350	5050	more
3rd	6375	6175	5975	5600	5500	5200	to
4th	6625	6425	6225	5850	5750	5350	be
5th	6875	6675	6475	6100	6000	5500	newly
6th	7075	6875	6675	6300	6200	5650	employed.
7th	7325	7125	6925	6550	6450	5800	
8th	7575	7375	7175	6800	6700	5950	1966-67
9th	7775	7575	7375	7000		6100	increments
10th	8025	7825	7625	7250		6250	\$250
11th	8275	8075	7875	7500		6400	
12th	8475	8275	8075	7700*		6550	

*If 6 semester hours of college credit have not been earned in prior 5-year period, maximum is \$7600.

II. SUPPLEMENTARY PROVISIONS

A. Credit for five years of teaching service elsewhere shall be allowed on this scale on the same basis as five years of service in this system, beginning with those employed after February 15, 1966, who are to begin employment in September, 1966.

B. Years of prior service in an annexed school shall count as half service in the Grandville system and shall be in addition to the five years of service elsewhere. (If it is to teacher's benefit to count service in an annexed school as service elsewhere, this will be permitted.)

C. A fractional year of service shall place a person at an appropriate sum between two steps on the salary scale. When teachers who have taught half days change to full-time teaching, their years of teaching half days shall be treated as full-time half years. When teachers who have taught fractional days are offered full-time teaching, their years of teaching fractional time shall be equated proportionally into full time equivalent.

D. Nothing in this scale shall prevent the board of education from paying above scale for sufficient reasons. However, "sufficient reasons" will be interpreted rather stringently hereafter.

E. When teachers are hired above scale, reduction to proper point on scale shall be effected usually by allowing one-half the increment to which employee would be entitled on scale.

F. Allowances for military service, extra training, and occupational background may continue by board action on recommendation of the superintendent. Military service and occupational credit are not added when teacher reaches maximum step on scale. (In other words the ex-soldier does not receive more at maximum than others.)

G. Deduction of \$100 may be made from degree teacher scale for degree teacher having only a special certificate or a substitute special permit. In cases where a regular certificate is obtained by the close of the school year, such deductions will not apply.

H. Annual contracts shall be paid in 26 bi-weekly payments. Such contractual agreement may be altered only by mutual consent for sufficient reason.

III. EDUCATIONAL CREDIT PAYMENTS

A. A teacher with a life certificate and no degree shall receive \$5.00 per semester hour for the last 20 semester hours preceding bachelor's degree.

B. \$150.00 shall be added when 18 semester hours, including 6 hours specifically applying toward teaching field, of Master's program work shall have been earned and transcripts furnished by teachers with one year of experience in system and having regular certificates (life, provisional, or permanent) valid in grades taught. The \$150.00 shall be replaced by the Master's degree's added stipend when such degree is obtained. The \$150.00 shall not be paid for more than 4 years, on the assumption that four additional years are sufficient for earning the Master's degree.

C. Each 10 semester hours earned above an M.A. degree will be paid for at the rate of \$50.00 above M.A. schedule up to a maximum of \$150.00, provided:

1. That half of each 10 hours be in teaching field.
2. That the same provision regarding institutions where such credit may be earned applies as is applied by the State of Michigan with respect to certification credit, except by special advance approval of superintendent.

D. Credit earned under fellowship institute or scholarship grant is paid for on the same basis as other credit.

E. Any investment by the board of education in costs of educational credit shall remove such credit from the category of credit paid for, except by special action of the board.

F. Only after one year of successful teaching in Grandville Public Schools shall educational credit be paid for as provided in IIIIB and D.

G. Payment for educational credit above schedule as provided in IIIIB and D herein shall be evaluated twice a year on the basis of credit earned prior to September 1 and prior to February 1. Payments earned shall be for one year and for one-half year respectively.

H. Teachers qualifying for educational credit payments shall make written application therefor when furnishing required transcripts or certification.

1. That half of each 10 hours be in teaching field.

2. That the same provision regarding institutions where such credit may be earned applies as is applied by the State of Michigan with respect to certification credit, except by special advice approval of superintendent.

2 D. Credit earned under fellowship institute or scholarship grant is paid for on the same basis as other credit.

E. Any investment by the board of education in costs of educational credit shall remove such credit from the category of credit paid for, except by special action of the board.

F. Only after one year of successful teaching in Grandville Public Schools shall educational credit be paid for as provided in IIB and D.

G. Payment for educational credit above schedule as provided in IIB and D herein shall be evaluated twice a year on the basis of credit earned prior to September 1 and prior to February 1. Payments earned shall be for one year and for one-half year respectively.

H. Teachers qualifying for educational credit payments shall make written application therefor when furnishing required transcripts or certification.