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AGREEMENT BETWEEN  
BOARD OF EDUCATION OF THE GREENVILLE SCHOOL DISTRICT  
AND THE  
GREENVILLE EDUCATION ASSOCIATION

Greenville School District

8/15/71-8/15/72

MEA  
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East Lansing, Mich.  
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## AGREEMENT

This Agreement entered into this 13th day of September, 1971 by and between the BOARD OF EDUCATION of the Greenville School District, hereinafter called the "Board," and the GREENVILLE EDUCATION ASSOCIATION, hereinafter called the "Association."

### WITNESSETH:

#### ARTICLE I

##### Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel employed by the Board, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, other supervisory and executive employees, office, clerical, non-professional personnel, nurses, and substitute teachers. The term "teacher," when used hereinafter in this agreement, shall refer to the professional employees represented by the Association in the bargaining or negotiating unit as above defined, and shall include both male and female teachers.

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

#### ARTICLE II

##### Association and Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan, of the Constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, nor his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school buildings at reasonable hours for meetings and to use school equipment for reasonable services, paying for any extra custodial services and supplies which such uses require.

C. The Association will have the right to place notices, circulars and other material on designated school bulletin boards and in teachers' mail boxes. Authorized representatives of the Association will assume responsibility for posting or distributing materials of the Association. An information copy of all material to be posted on any bulletin board and of all other material for general distribution in a building or buildings shall be sent or shown to the principal at the time of posting or distribution.



D. The Board agrees that the following information will be furnished on request to the Association: number of students in the District; current State equalized valuation of the District; number of teachers employed, together with their degree status, experience and position on the salary schedule; extra duty assignments and compensation; names of newly hired teachers and their salaries; Form A (Annual Statistical Report); and Form B (Annual Financial Report); and information for processing grievances.

E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek equality of educational opportunity to all pupils.

F. The retirement policy of the Board providing for mandatory retirement at age sixty-five (65) except as individually extended on a year to year basis by mutual agreement between the teacher and the Board shall be continued.

G. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

H. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on school premises so long as they are in good taste and would not tend to distract from the proper performance of his duties.

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

J. 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.

### ARTICLE III

#### Board and Administration Rights

It is recognized that Michigan law makes the Board legally responsible for the operation of the Greenville School System in all respects. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include the establishment of educational policy, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members, and after consultation with the Association, the establishment and revision of rules pertaining to the conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the 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 IV

### PROFESSIONAL BEHAVIOR

A. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet as required with children, parents and/or consultants.

B. The Board recognizes that the Association's Code of Ethics as currently written is considered by the Association and its membership to define acceptable criteria of professional behavior, except as other standards are required by Board policy or rule. The Association recognizes the existence of Board Policies regarding teachers' duties. The Association shall accept responsibility to deal with ethical problems.

C. The Board agrees to provide upon application the necessary funds for teachers attending select professional conferences when such attendance is approved by the administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

D. A teacher who shall have allegedly committed a breach of discipline in his professional behavior shall at all times be entitled to have present on request his building representative or such other Association representative who is readily available when he is being reprimanded, warned or disciplined for such infraction.

E. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the professional grievance procedure through Step 3. All information forming the basis for disciplinary action will be made available to the teacher and the Association. Adverse evaluations shall not be subject to the grievance procedure but shall be handled as provided in Article XIII, Sections D and E.

## ARTICLE V

### No Interruption of Education

Consistent with the declared purpose of providing a quality education for the children of Greenville, the Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause any interruption in the normal educational program of the children; except that the Association shall retain its full rights as spelled out in the Agreement.

## ARTICLE VI

### Professional Qualifications and Assignment

A. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except for good cause, and the Association shall be so notified in each instance, along with a written statement of the reasons for such assignment.



B. It is recognized that all transfers and changes of individual grade or building assignments in the elementary school grades and of subject in the secondary school grades are the responsibility of the administrative staff. At the same time, however, the administrative staff will try to make such transfers and changes on a voluntary basis to the extent they are feasible under the prevailing circumstances.

All teachers on tenure will be notified of their grade or subject assignment by June 1. After that date, their assignment will not be changed except on a voluntary basis mutually agreed upon by the Board and teacher or, if voluntary changes cannot be agreed upon, on the basis of the length of service, the teacher being transferred who has the shortest length of service in the system. If, however, by June 1 staff may have to be reduced because of financial or other reasons, notice of grade or subject assignment will be made as soon as possible after such financial or other situation has been finally determined.

In any event, teachers who will be affected by such transfers or changes will be notified and consulted by the administrative staff as soon as practicable after the need for transfer or change becomes known and under normal circumstances before the end of the school year.

C. Any assignments in addition to the normal teaching assignment shall not be obligatory but shall be with the consent of the teacher. The teacher shall be deemed to have consented to such assignment unless he gives the Board notice of refusal within 10 school days after being offered the position for the next school year.

## ARTICLE VII

### Vacancies and Promotions

A. Whenever a teacher is interested in being considered for assignment to any professional position in the District, he may file a written notice of his interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed. A list of vacancies for the next school year will be posted in each building by the administration during the months of March, April, May and June prior to filling such positions.

B. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the best qualified person available. Qualifications shall include, education, training, experience and personality. The Board declares its intention to give full and equal consideration to present staff members in all vacancies in which they have expressed an interest.

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

D. The promotion or failure to promote any teacher to a supervisory position which shall become vacant during the course of this Agreement shall not be subject to the grievance procedure, it being expressly understood that the Board's right to select its own supervisors is solely within its discretion.

## ARTICLE VIII

### REDUCTION OF PERSONNEL

A. At any time it becomes necessary to reduce the numbers of teachers employed by the Board, it is agreed that, anything in this Agreement to the contrary notwithstanding, such reduction shall be made in accordance with the provisions of this Article.

B. The program and number of positions to be filled in grades K-6 shall be determined by the Board. Such positions shall be filled from those tenure teachers who are certified and qualified therefor by virtue of having successfully taught in Grades K-6 for at least one year in Greenville in accordance with the following procedure:

1. Such teachers shall be ranked by their relative levels of training, and those with the highest training levels will be assigned to the positions remaining available.

2. If more than one teacher qualifies for the last remaining K-6 position(s) because they have the same level of training, such position (s) will be filled by the teacher (s) who have the same level of training in accordance with their relative lengths of continuous service in Greenville.

C. The program and number of positions to be filled in Grades 7-12 shall be determined by the Board. Such positions shall be filled from those tenure teachers who are certified and qualified therefor by virtue of having successfully taught the subject involved for at least one year in Greenville in accordance with the following procedure:

1. Such teachers shall be ranked by their relative levels of training in the subject area, and those with the highest training levels in the subject area will be assigned to the positions remaining available.

2. If more than one teacher qualifies for the last remaining Grades 7-12 positions in the subject area because they have the same level of training, such positions (s) will be filled by the teacher (s) who have the same level of training in accordance with their relative lengths of continuous service in Greenville.



D. If no qualified tenure teacher is available to the Board to fill a vacancy in a particular grade or subject, a certified and qualified probationary teacher may be retained to fill such position.

E. The length of service of teachers actively employed at the time the teaching staff must be reduced shall not be considered broken by any leave granted to them before September, 1962. During any period when the number of the teaching staff is reduced, the Board will not hire a new teacher to replace an incumbent tenure teacher who is qualified to fill an available teaching position. The Board will use its best efforts to assist all released teachers to secure employment in other school districts. If any such teacher desires to be re-employed when future vacancies occur, he shall keep the Board advised of his current address and telephone number.

## ARTICLE IX

### TEACHING HOURS

A. The teacher's day consists of eight (8) hours, including a lunch period, beginning at 7:30 A.M. for grades 6-12 and 8:00 A.M. for grades K-5, except the teacher shall be entitled to leave the building on Friday of each week ten (10) minutes after the dismissal of school in his respective building.

B. All 7-12 grade teachers shall have a forty-five (45) minute period of released time for preparation during the regular teacher day. Elementary teachers (K-6) will be allowed relief time of at least fifteen (15) minutes to be taken during recess or other periods when their presence in the classroom is not required.

C. All teachers shall receive release time for a lunch period as follows, except as spelled out in other parts of this Agreement:

1. K-6 teachers shall have a sixty (60) minute duty free lunch period with the understanding that teachers will be present during the last ten (10) minutes of this hour and in the classroom area before the class resumes. The staff and administration of each building may arrange a routine duty schedule for the voluntary supervision of students during periods of inclement weather or other non controllable circumstances.

2. 7-12 teachers shall have a thirty-five (35) minute duty free lunch period, with the understanding that teachers will be ready to resume class in their rooms in the last five (5) minutes.

D. Teachers shall make themselves available for additional time for teachers meetings, parent-teacher conferences, student conferences, department meetings, grading of papers, preparing lessons, bulletin boards and those functions necessary to assure a total performance of the teacher's duties.

E. Teachers are expected to maintain the minimum hours herein established. The GEA is expected to see that all staff keep the time as set and should their efforts fail, it will mean loss of pay at the teacher's rate in accordance to the salary paid.

F. Teachers are to report for work on all days being considered for pay except holidays. In case of bad weather, a teacher must arrive at his building no later than 10:00 o'clock in order to be paid for a day when schools are closed because of bad weather.

## ARTICLE X

### CLASS LOAD

Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed the following maximum class sizes and pupil-teacher ratios will be adhered to. In the event of any disagreement between the representatives of the Board and the Association as to the needs and desirability of deviation from these class sizes, it may be processed through the Grievance Procedure set forth in Article XX. The Board recognizes that the pupil-teacher ratio established here is not an optimum pupil-teacher ratio and will give improvements in this area prime consideration as the building and finances of the district may allow for improvements.

1. Elementary - 33.5 classroom teachers per 1,000 students. Consultants, special education teachers, librarians, administrators, and other professionals at the elementary level who do not contribute to the reduction of class size shall not be included in the 33.5 classroom teachers per 1,000 students. Maximum class size at the elementary level shall be 35 in grades 3 through 6 and 32 in grades K, 1 and 2.

2. Secondary - 33.5 classroom teachers per 1,000 students. Only that portion of a teacher's day which contributes to the reduction of class size may be included in the 33.5 classroom teachers per 1,000 students.

a. The maximum number of students to be assigned an individual teacher except in specially classified classes such as music, physical education, typing, and study halls shall not exceed 175 students for a 5 period classroom teaching day. If a teacher has fewer than 5 classroom teaching periods, then the maximum per day shall be 35 times the number of teaching period.

b. The maximum number of students assigned to a given section of the above classes with the exception of the specifically classified classes shall be 35. Given sections of these classes shall not be smaller than 19 unless physical facilities or the most efficient use of personnel so dictates.

c. The maximum number of students in laboratory classes (BUSINESS EDUCATION: Computer concepts, data processing, and business machines classes; HOME ECONOMICS: All foods and clothing classes except specifically excluding home and family classes; INDUSTRIAL ARTS: All wood, auto, and metal classes



except and specifically excluding drafting and graphics classes; SCIENCE: All science classes except general science in 7th and 8th grades) shall not exceed 140 students for a 5 period classroom teaching day. If a teacher has fewer than 5 classroom teaching periods then the maximum per day shall be 28 times the number of teaching periods.

d. The maximum number of students assigned to a given section of such laboratory classes shall be 28.

3. Exceptions to the preceding in this Article may be made but such exceptions must be mutually approved by representatives of the Association and the Board.

In the establishment of experimental education programs involving large group instruction or other organizational patterns with high pupil-teacher ratios, maxima established above will not apply. The development of such programs shall include full discussion by the principal and staff. However, if an individual teacher is to receive or has a class load that exceeds the limits of this contract, that teacher must agree to the exceeding of the maximum load.

## ARTICLE XI

### TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The teaching staff will serve on curriculum committees and meet with the administration for the purpose of recommending improvements in curriculum and materials. The Board agrees that at all time the schools should be as well equipped and maintained as may be possible within existing financial limitations.

B. The Board shall make available in each school, adequate lunch room, rest room and lavatory facilities exclusively for teacher use and as far as possible at least one room appropriately furnished which shall be reserved for use as a faculty conference room. Exceptions to the above shall be as follows: Satterlee, Turk Lake and Lincoln Heights. Existing facilities of the type mentioned will continue to be provided and provisions for the above facilities shall be included in any future expansion plans in these schools.

C. Adequate restricted parking facilities shall be made available to teachers for their use during the school day.

## ARTICLE XII

### HEALTH EXAMINATIONS AND INOCULATIONS

All newly hired teachers shall undergo a preemployment physical examination at their expense showing them to be physically able to perform their teaching duties. All teachers shall have an annual TB skin test provided by the Board. If a teacher is unable to take such a skin test, he shall furnish the Board with a satisfactory report based on an X-ray examination obtained at his expense. Any other physical or mental examination or other immunization required by the Board shall be paid for by it. All TB test results and preemployment physicals must be on file prior to receiving his first paycheck.

## ARTICLE XIII

### TEACHER EVALUATION

A. Probationary teachers shall be evaluated in writing at least two times each year, once on or before December 1 and again on or before March 15. Tenure teachers shall be evaluated in writing at least once each year. All teachers shall be evaluated more if needed to maintain high performance of their duties.

B. Required evaluations shall be conducted by the teacher's building principal unless an emergency, such as sickness, requires such evaluation to be conducted by a designated replacement or assistant.

C. A teacher shall be observed for at least thirty (30) minutes before his evaluation is prepared. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

D. Three copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other two to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file, or he may request an additional observation.

E. Each teacher shall have the right upon request to review the contents of his evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

F. The Association may designate qualified tenure teachers as teaching coaches for probationary teachers. Such teaching coaches shall assist and counsel probationary teachers in acclimating to the teaching profession and the school system. Teaching coaches shall not be involved in the evaluation of the probationary teacher. The teacher may furnish teaching coach with a copy of the evaluation as provided in paragraph A through D.

## ARTICLE XIV

### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Good order and discipline is necessary for effective teaching. While each teacher is responsible for maintaining such an atmosphere in each of his classes, the Board recognizes that, through its administration, it must support its teachers in taking all reasonable actions to maintain proper classroom order, and it agrees to do so. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. It will take reasonable steps to relieve the teacher of responsibilities with respect to such student according to the current Board or administration policy.

B. It is recognized that well taught classes and constructively applied methods of preventive discipline minimize discipline problems. A teacher may use such lawful force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from his class for the remainder of the day when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. Any case of assault upon 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 shall promptly render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Time lost as a result of an assault upon a teacher by a student shall not be charged to the teacher. Time lost as a result of being complained against if sued by reason of disciplinary action taken by the teacher shall not be charged against the teacher if his action is upheld. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished in accordance with the Workmen's Compensation laws.

G. If in the performance of his regular or assigned teaching duties, a teacher, without negligence on his part, shall suffer damage to his clothing or other personal property of at least \$10.00 but not more than \$100.00, the Board shall make reimbursement for such damage. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for such loss.

H. Any complaint by a parent or a student directed toward a teacher shall be called to the teacher's attention by the administration before any judgment is made or action taken involving such teacher based thereon.

## ARTICLE XV

### Compensable Leaves

#### A. Sick Leave.

1. At the beginning of each year, each teacher shall be credited with ten (10) days which may be used in the event the teacher must be absent from duty because of the illness of the teacher or a member of his immediate family (spouse or child). Notice of the number of sick days granted and accumulated shall be given each teacher at the beginning of each school year.

2. Any days not so used in one year shall be accumulated up to a maximum of one hundred (100) days. A teacher who fails to complete a school year and who has previously used more of the sick leave days attributable to that year than he would have accrued at the rate of one day per full month of service, shall have the value of such excess days used deducted from his last pay check.



3. A teacher who desires to use a sick leave day must notify the central administrative office as soon as possible that he will be absent and in no case later than 7:00 A.M. on the day of absence, except in the event the teacher becomes ill after having begun teaching that day. Such notice shall indicate whether the absence is on account of the illness of the teacher or on account of a member of his immediate family. If sick leave is used improperly, it will result in loss of salary for the day and reprimand for the teacher's permanent file.

4. A teacher who is absent because of an illness or injury compensable under the Workmen's Compensation Laws shall receive the difference between Workmen's Compensation payments and the sick leave benefits provided herein. To the extent the Board pays the teacher that portion of his salary not reimbursed under the Workmen's Compensation Laws, such partial payments shall be charged prorata against his accumulated sick leave days.

B. Bereavement Leave

1. A teacher shall be allowed the following days of bereavement leave with pay per year when his absence is required which shall not be charged to sick leave:

Death of spouse or child —	up to 5 days
Death of parent, brother or sister of the teacher or his spouse —	up to 3 days
Death of other relative or friend —	up to 1 day

2. In the event more days of each type of leave must be taken in any year, such excess days shall be charged against the teacher's accumulated sick leave days. Unused bereavement days shall not be accumulated.

C. Jury or Court Leave

A teacher who is required to serve as a juror or who is subpoenaed to testify in any judicial proceeding shall be paid the difference between his base salary and the pay received for performing such service.

D. Personal Business

1. Up to two (2) days leave with pay per year, non accumulative will be allowed for personal business reasons. One week's advance notice in writing to the principal stating the reason for the request is required except in the case of an unforeseen emergency.

2. Such leave is to be used for and will be approved for the transaction of personal business or the handling of matters of a personal nature, which business or personal matter cannot be attended to on weekends or outside normal school hours.

Personal leave days cover such areas as the following.

- a. Attendance at a ceremony awarding a degree to the teacher or a member of his immediate family.
- b. Consultation with University Advisor regarding graduate program or degree requirements.

- c. Serious medical situations in the teacher's immediate family not covered by sick leave.
- d. Legal matters.
- e. Matters of an emergency nature and matters of direct benefit to the school allowable at the discretion of the Superintendent.

3. Such leave shall not be used for seeking other employment, rendering services, or working with or without remuneration for one's self or for anyone else, for religious purposes, or for hunting, fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday (exception: graduation exercises for the teacher, wife, son or daughter, honors convocation honoring the teacher, military departure of son and items c and e above).

4. The purpose of personal business leaves shall be subject to advance verification by the administration. If personal leave is used improperly, it will result in loss of salary for the day and reprimand for the teacher's permanent file

## ARTICLE XVI

### Unpaid Leaves

A. A teacher whose illness or disability continues beyond his accumulated sick leave days shall be granted an unpaid sick leave of absence for the balance of the school year if requested. Such leave may be renewed for additional periods by the Board upon application. The Board may require satisfactory medical evidence supporting the teacher's need for such leave and his ability to resume his normal duties upon completion of such leave and his ability to resume his normal duties upon completion of such leave.

B. A leave of absence of up to two (2) years may be granted to any tenure teacher for the purpose of participating in exchange teaching programs, the Peace Corps, VISTA or Teachers Corps as a full time participant in such program, provided such teacher states his intention to return to the school system.

C. A teacher who enlists or is inducted into the armed services of the United States shall be granted a military leave of absence in accordance with all applicable laws and regulations.

D. A maternity leave of absence shall be granted to a tenure teacher to begin no later than the sixth month of her pregnancy, provided that if such date falls within one month of the end of a semester, such teacher may be permitted to complete that semester. A medical statement indicating the probable date of her confinement shall be provided prior to the commencement of the leave. Such teacher shall be reemployed at the beginning of the first regular semester within eighteen (18) months after the birth of her child provided that sixty (60) days advance notice of her desire to return is given, a satisfactory medical report is furnished showing she is able to resume her duties, and that there then is a vacancy which she is qualified to fill.

E. Leave may be granted to a tenure teacher by the Board for purposes of travel, study or research. Requests for such leave must be made by April 1.

F. Teachers who are granted leaves as above provided shall retain their tenure status while on leave but will not receive credit on the salary schedule for the period of absence, except in the case of military leave, and except in the case of a leave granted under B above where full credit on the salary schedule shall be allowed for time spent actively teaching as a teacher. Upon return, such teacher will be assigned to his former position if vacant, but if not, then to whatever vacant position of like nature there may be for which he is qualified. If the date of return is not specified when the leave is granted, notice of the teacher's desire to return shall be given no later than April 1 of the prior school year.

## ARTICLE XVII

### Professional Compensation

A. The salaries and other compensation of teachers covered by this Agreement are set forth in schedules which are attached hereto and incorporated in this Agreement.

B. The salary schedule shall be both a minimum and a maximum except as elsewhere expressly provided in this Agreement.

C. The Board and Association recognize that special circumstances are involved in the hiring and retention of certain teachers with special training. Therefore, it is agreed that the Board after consultation with the GEA may compensate such teachers up to \$500 above the salary schedule when necessary in order to fill such positions. All teachers with the same special training shall receive the same compensation above the schedule on a prorated basis.

D. The Board will allow new teachers credit on the salary schedule for their full years of prior teaching experience up to six (6) years and 1 year of credit for each further 2 years of such experience up to a maximum of 1 year less than the top step of the salary schedule.

E. All contracts or salary statements shall be drawn on the appropriate degree schedule and salary step according to the following criteria:

1. A teacher who qualifies for a higher degree or salary by the beginning of the school year will be reissued a salary statement upon presentation of the necessary information. It is the responsibility of the teacher to file an up-to-date transcript or other necessary supporting information with the Superintendent in September.

2. Part time teachers shall be paid on the salary step on a prorated basis and in no way will this be considered as full credit until adequate time is served to equal one year, to be effective in September.

3. Probationary teachers who are employed at the beginning of the second semester will be given credit on the salary schedule for the first semester of that year at the beginning of the next school year.



4. If a teacher completes a degree or credit hours which qualify him for additional compensation during the first semester of the school year, he shall receive one-half the difference between the old and new salary schedule, provided that not more than four (4) semester hours are required. Such contract will be adjusted accordingly in the second semester.

F. Regarding pay for longevity of service: A teacher with fifteen (15) years of service shall receive a one percent increase above the teacher's base salary for the appropriate degree schedule; teachers with twenty (20) years of experience, two percent; teachers with twenty-five (25) years, three percent; and teachers with thirty (30) years, four percent. Only experience in Greenville will be considered and it must be continuous. Beginning in 1970-71, in order to qualify for an initial longevity pay step or to advance to a higher level of such pay, a teacher must have earned five (5) credit hours in each five (5) year period preceding his fifteenth, twentieth, twenty-fifth and thirtieth year of service.

G. In appreciation for services to the school district, a terminal payment of \$25.00 per year of service in the district will be paid upon retirement provided the teacher shall have been employed in the school district for at least twenty (20) years.

H. Medical insurance shall be provided as set forth in Appendix E attached hereto and incorporated into this Agreement.

I. Teachers who are required to drive their personal automobiles in the performance of their duties shall be paid ten cents per mile. (10¢)

#### ARTICLE XVIII

##### MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. On or before October 1 of each year, a teacher shall give the Board a signed authorization to deduct amounts from his salary for any of the following purposes which he elects: insurance contributions, annuities or credit union. Changes in such deductions may be authorized on a quarterly basis thereafter (beginning with the first pay after January 1, April 1, July 1).

B. Savings Bond contributions shall be deducted in equal amounts from each paycheck, credit union contributions from the first paycheck, insurance contributions from the second paycheck and annuity contributions from the first and second paycheck of each month. United Fund contributions will be deducted in 10 equal amounts from each check beginning approximately November 1 of each year. Deductions for other purposes may be agreed upon by the Board and the Association.

C. The regular annual dues of the Association, MEA, NEA shall be deducted in eight (8) equal monthly installments from the second regular salary check of each month beginning in October, and remitted to the Association accompanied by a list of teachers from whom the deductions have been made. Dues deductions from teachers employed after the commencement of the School year shall be appropriately prorated on the basis of 1/8 of the annual dues for each month between the time of employment and the following June. Written authorization for such dues deductions shall continue in effect from year to year unless revoked in writing within 15 days after ratification of this Agreement or thereafter during the month of July.

D. The Association shall give written notification to the Business Office of the amount of its regular dues and those of the MEA and NEA which are to be deducted from teachers' salaries in that School Year under such authorization. The amounts of such deductions shall not be subject to change during the entire School Year.

E. Teachers' annual salaries shall be paid in twenty-six (26) equal payments, with payroll checks issued every other Friday beginning on the second Friday of September of each School Year. Any teacher who leaves the system by resignation, retirement, discharge or otherwise will, on request, receive the balance of his earned annual salary in the next pay period after leaving the system. Returning teachers who request in writing between May 1 and May 15 will receive the balance of his earned annual salary in the next pay period after the end of school year. The Board will make deductions from such salary payment only for insurance.

F. The Association shall be allowed a total of four (4) days per year to be used for attending the MEA Presidents' Conference and Delegate Assembly. The substitutes' salary shall be received from the Association for those teachers attending such meetings.

G. Withholding tax statements showing the number of dependents claimed by each teacher shall be on file by the end of the pre-school conference. If no such statement is on file by that time, the Board will assume the teacher claims no dependents.

#### ARTICLE XIX

##### SCHOOL CALENDAR

A. The calendar for the School Year 1970-71 shall be as set out in Appendix A.

B. Prior to the adoption by the Board of a calendar for each subsequent School Year, the Board will present to the Association a copy thereof for its recommendations, comments and negotiation at least sixty (60) days prior to the first day of May. The work year shall not be less than 186 or longer than 190 days of contractual obligation.

C. Contractual days shall mean those days when pupils are in attendance, "Act of God" days, orientation days at the beginning of the school year for all teachers, institute days authorized by the Department of Education, conference and curriculum days, and record days which may occur at mid-year and the close of the school year.

#### ARTICLE XX

##### Professional Grievance Procedure

A grievance is defined as an alleged violation of a specific article or section of this Agreement or an existing rule, order or regulation of the Board relating to wages, hours, working conditions or terms of employment. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures. An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

A. STEP ONE:

Any teacher or group of teachers (or the Association at the request of a teacher or group of teachers) having a grievance shall discuss the matter with the Principal of the building involved within five (5) school days after the event occurs. If the Principal is absent from work and such absence prevents the discussion, the discussion must then take place within two (2) school days following the Principals' return. The GEA building representative may be present at this discussion. In the event this discussion does not resolve the matter satisfactorily, the grievance shall be reduced to written form at that time with the Principal's written denial of the grievance and forwarded to the Chief Administrative Officer of the school district or his designated representative with a copy to the Association for action at Step Two:

B. STEP TWO:

Within five (5) school days after receipt of the written grievance by the Chief Administrative Officer, a meeting shall be held between the grievant and the Chief Administrative Officer or his designated representative in an effort to resolve the grievance. The GEA Building representative may be present at this meeting. If the matter is not satisfactorily resolved at Step Two, the Chief Administrative Officer or his designated representative shall deny the grievance in writing and it may then be transmitted to the Secretary of the Board by the grievant within five (5) school days thereafter with a request for action at Step Three.

C. STEP THREE:

Within twenty (20) school days after receiving such written request (or a date mutually agreed to by the grievance committees involved) the Chief Administrative Officer will arrange for a meeting between the grievance committee representing the GEA and the grievance committee representing the School Board to attempt to reach a satisfactory solution. The Board will render its decision in writing within twenty (20) school days after the final meeting of the two committees. Either the GEA or the School Board may have additional representation at this level of discussion.

Each grievance committee shall have three (3) members. Each committee shall have the authority to make a binding decision for the party it represents. However, any decision to submit the grievance to Step Four for arbitration must be approved by the GEA Board of Directors prior to its submission.

D. STEP FOUR:

If the grievance is not settled at Step Three and the issue involves the interpretation or application of an express term of this Agreement, the GEA may refer the matter to arbitration by notifying the School Board, in writing, of its desire to arbitrate within fifteen (15) school days from the termination of Step Three of the Grievance Procedure. (The termination of Step Three is receipt of the Board's written decision). If a request for arbitration is not made within the time specified, the grievance shall be considered settled.



E. Selection of Arbitrator and Arbitration Procedure:

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 as written and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. The granting of tenure, termination of services or failure to reemploy a probationary teacher, the extension of a probationary period, or the termination of services or failure to reemploy any teacher to a position on the extra curricular schedules shall not be arbitrable. The arbitrator's decision shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board.

F. Arbitration Costs:

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

G. Time Limitation:

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

H. Emergency Meetings:

Both parties recognize that in some instances settlement of a grievance involving more than one school should be considered immediately. When a situation of this kind arises, the grievance may be processed in the first instance at Step Three, by agreement between the Chief Administrative Officer (or his assistant in his absence) and the President of the GEA (or the Vice-President in the President's absence). This procedure is to be used in exceptional situations only where immediate action is clearly indicated and agreed to by both parties.

I. Summer Time Limits:

In the event a grievance is processed late in the school year and the set time limits extend the processing of said grievance beyond the normal school year, the counting of days as herein described beyond the normal school year shall consist of week days (Monday - Friday) until the matter is resolved.

## ARTICLE XXI

### Negotiation Procedures

A. During the negotiations leading up to this Agreement each party had the right to make proposals and bargain on all bargainable matters. This Agreement contains the entire agreement of the parties. During its life, each party therefore agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to the professional grievance procedure. By mutual agreement between the Board and the Association, matters of common concern may be discussed and any agreement which results may become a part of this Agreement by mutual agreement of the parties.

B. Negotiations for a successor contract shall be begun by the first Monday of July.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

E. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

F. 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 negotiation is held during the school day at the request of the Board.

## ARTICLE XXII

### Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations or practices of the Board or terms of any teacher's individual contract heretofore in effect to the extent they are contrary to or inconsistent with its terms. A copy of this Agreement shall be furnished at Board expense to all teachers now or hereafter employed.

B. If any provision of this Agreement or its application to any teacher or group of teachers 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.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective as of August 15, 1971 and shall continue in effect until August 15, 1972.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

BOARD OF EDUCATION, GREENVILLE  
SCHOOL DISTRICT

By \_\_\_\_\_

Its President

By \_\_\_\_\_

Its Secretary

GREENVILLE EDUCATION ASSOCIATION

By \_\_\_\_\_

Its President

By \_\_\_\_\_

Chairman of Negotiations Committee



## SCHOOL CALENDAR

1971-72

### Appendix A

August	30-31	Preschool Conference
September	1	First Day of School
September	6	Labor Day
November	5	End of First Marking Period
November	10	Parent Conference - P.M. - K-12
November	11	Parent Conference - A.M. -K-5
November	12	Parent Conference - All Day - Kdgn.
November	25-26	Thanksgiving Vacation
December	22	Last Day before Christmas Vacation
Dec-Jan	23-02	Christmas Vacation
January	3	School Resumes
January	21	End of Semester
January	24	Record Day
March	24	End of Third Marking Period
March	27	Parent Conference - P.M.- K-5
March	28	Parent Conference - A.M.-K-5
March	29	Parent Conference - All Day - Kdgn.
March-April	31-07	Easter Vacation
April	10	School Resumes
May	29	Memorial Day
June	4	Baccalaureate
June	7	Last Day of School
June	7	Commencement
June	9	Last Working Day

### Work Days

August	2
September	21
October	21
November	20
December	16
January	21
February	21
March	22
April	15
May	22
June	7

Total Number of Days 188

# TEACHERS SALARY SCHEDULE

1971-72

## Appendix B

Teachers shall be paid in accordance with their present step on the proper track of the 1970-71 salary schedule until November 12, 1971. Effective November 12, 1971, they shall, except for beginning teachers on Step 1, receive a step increase and be paid on the basis of the following salary schedule which shall then become effective:

	110-	110+	BA	+20	MA	+20
1.	6,700	7,200	7,850		8,350	
2.	6,900	7,400	8,150		8,650	
3.	7,100	7,600	8,450		9,000	
4.	7,300	7,800	8,800		9,350	
5.	7,500	8,050	9,150	9,450	9,750	10,050
6.	7,700	8,300	9,500	9,800	10,250	10,550
7.		8,550	9,900	10,200	10,800	11,100
8.		8,800	10,350	10,650	11,350	11,650
9.			10,800	11,100	11,850	12,150
10.			11,250	11,500	12,400	12,700
11.			11,750	12,050	12,900	13,200

COACHES SALARIES

Appendix C

	Years Experience				
	0	1	2	3	4
Athletic Director Varsity Football Varsity Basketball	10%	11%	12%	13%	14%
Junior Varsity Basketball Junior Varsity Football Ass't Varsity Football Varsity Baseball Head Track	6%	7%	8%	9%	10%
Head Wrestling	9%	10%	11%	12%	13%
Freshman Football Freshman Basketball Ass't J.V. Football Tennis Golf Cross Country Ass't Wrestling	5%	6%	7%	8%	9%
Junior High Football Junior High Basketball	4%	4.5%	5%	5.5%	6%
Ass't Baseball Ass't Track Ass't Freshman Football	4%	5%	6%	7%	8%
Junior High Baseball Junior High Track	3.5%	4%	4.5%	5%	5.5%
Ass't Golf	2%	2.5%	3%	3.5%	4%

1. Allow experience in system for said sport except head varsity position.
2. Two years experience from outside system.
3. Coaching salaries shall be paid, as desired by the coach, either with his regular teaching salary or in a lump sum at the end of the season.



## Teachers Supplementary Salaries

### Appendix D

- A. Any teacher who teaches beyond the normal eight hour school day, or beyond the normal school year shall be compensated for each hour of such teaching at the rate of 2% of his contract salary divided by 35, excluding Community School classes. In no case shall the rate exceed \$7.25 per hour.
- B. Any teacher who teaches an additional hour during the normal eight hour school day shall be compensated at the rate of one seventh (7) of his contractual salary if he teaches for a full year, or prorata if for less than a full year.
- C. Co-curricular activities:
1. Safety Patrol
 

Cedar Crest and Walnut	\$150.00
Baldwin Heights	225.00
  2. Club Sponsors 100.00
  3. School play 100.00
  4. National Honor Society 50.00
  5. Class Sponsors
 

Senior Class	300.00
Ass't Senior Class	125.00
Junior Class	125.00
Sophomore Class	100.00
Freshman Class	100.00
  6. Department Heads
 

1 - 4 teachers	175.00
5 or more	225.00
  7. Department Chairman 100.00
  8. Instrumental Music
 

Senior High School	500.00
Intermediate School	175.00

9, Vocal Music	\$450.00
10. Girls League	150.00
11. G.A.A.	
Senior High	350.00
Ass't Senior High	150.00
Intermediate School	350.00
12. Athletic Insurance	100.00
13. Football Traffic	100.00
14. Cheerleader Advisor	275.00
15. Debate and Forensic	225.00
16. High School Yearbook & Paper	350.00
17. Special Education	300.00
18. Large Group Instruction	400.00
19. Vocational Education (per hour)	100.00
20. Noon Hour Supervision	
High School	225.00
Intermediate	275.00
Elementary	225.00

## HEALTH INSURANCE

### Appendix E

A. The present health insurance coverage and Board contribution will be continued until November 13, 1971. At that time the Board will pay 95% of the cost of providing Blue Cross-Blue Shield MVF-1, or an equal amount toward the cost of MESSA Medical Care Insurance, in behalf of each fulltime teacher who is a subscriber under either the Blue Cross-Blue Shield or the Michigan Education Association Medical Care Insurance Plans.

1. The Board will make 1/2 of the above contribution on behalf of each teacher who teaches at least 1/2 time but less than fulltime.
2. A teacher shall not cover his dependents if he is not responsible for more than 1/2 of the cost of maintaining the household as defined in the Internal Revenue Code.

B. Such contributions shall begin, in the case of new teachers, at the beginning of the insurance month immediately following the time they begin their teaching duties and notify the Board of their desire to have such insurance. No changes and/or additions can be made after October 1 except as change in family status occurs thereafter.

C. Coverage will terminate on the date the teacher leaves the system if he resigns or is discharged before the end of the School Year, or at the end of the School Year if the teacher resigns, retires or otherwise leaves at the end of the School Year. The teacher who resigns from the school system at the end of the School Year will be notified, in writing, that his insurance coverage may be continued through August if he desires to pay full cost of such insurance. The insurance coverage of a teacher who was laid off because of a reduction in personnel will be continued through the month of August. Thereafter, such teacher may continue his insurance coverage in effect if he pays the full cost of such insurance.

D. A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board they may select any of the above coverages, but shall not receive double coverage.

E. Such contribution shall not apply to loss of time benefits or any other optional benefits, such as life insurance, dependent life insurance, long term disability, or dental care.

F. The above insurance benefits will not be provided by the Board if equivalent benefits are available to the teacher or his family, without cost, from another employer, it being the intention not to provide duplicate health insurance coverage.