

Library

1968-69

Research  
Ottawa County

9

AGREEMENT

between

BOARD OF EDUCATION  
of the  
SCHOOL DISTRICT OF THE CITY OF HOLLAND

and

HOLLAND EDUCATION ASSOCIATION

Holland Bd of Ed.

RECEIVED

APR 18 1968

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

MEM  
1216 Kendale  
E. Lans. Mi  
48823

168 - 6/30/69

This Agreement entered into this                    day of                    , 1968, and between the Board of Education of the City of Holland, Michigan, hereinafter called the "Board", and the Holland Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the School District of the City of Holland is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Holland Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional certificated personnel employed by

the Board, but excluding supervisory and administrative personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit. Further, the following supervisory and administrative personnel are excluded from the bargaining unit of the Holland Education Association: Superintendent, Director of Curriculum and Personnel, Elementary Coordinator, Building Principals, Assistant Principals, Director of Vocational Education, School Psychologist, and Director of Guidance and Counseling.

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

## ARTICLE II

### Board Rights

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

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

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

### ARTICLE III

#### Teacher Rights

A. The Board agrees to observe all the rights given to the Association pursuant to Act 379 of the Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.

B. The Board specifically recognizes the right of the Association appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency pursuant to the provisions of this Agreement.

C. The Board agrees to provide to the Association such reports as are available to the Board at the same time they become public information. Any requests for additional information not available in published reports shall be submitted to the Superintendent. Such requests shall be granted at the discretion of the Superintendent.

### ARTICLE IV

#### Negotiation Procedures

A. 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 party and each party may select its representatives from within or outside the school district. It is agreed that each negotiating team shall not exceed six members in number. It is recognized that no final

agreement between the parties may be executed without ratification by the Board of Education and by a majority of the voting membership of the Association.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.

## ARTICLE V

### Grievance Procedures

#### A. DEFINITIONS

1. A "grievance" is a written claim based upon an event or condition which adversely affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. The term "days" shall mean consecutive school days.

#### B. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential at each level of the procedure except as agreed by both parties.

#### C. STRUCTURE

1. There shall be one Association representative in each elementary building. There shall also be one representative in the East Unit and one in the West Unit of Senior High School; one in the East Building and one in the West Building of Junior High School, and one representative for Special Service people.
2. The Association shall establish a Professional Rights and Responsibilities Committee, composed of the Association Representatives described in C-1, which shall serve as the Association Grievance Committee. In the event that any association representative or any member of the P R & R Committee is a party in interest to any grievance, he shall disqualify himself as a representative and a substitute shall be named by the Association.
3. The building principal shall be the administration's representative when the particular grievance arises in his building.
4. The Board hereby designates the superintendent as its representative.

#### D. PROCEDURE

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

##### 1. Level One

A teacher with a complaint may discuss it with his principal. Any grievance lodged with a principal must be in writing.

##### 2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance with the Association's P R & R Committee.

(b) Within five (5) days of receipt of the grievance the P R & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the grievance shall be dropped. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision.

##### 3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the P R & R Committee to the Board of Education. Within ten (10) days from receipt of the written referral, three (3) members of the Board of Education and the Superintendent shall meet with the three (3) elected members of the Association's P R & R Committee for the purpose of arriving at a solution. A decision shall be rendered by the Board of Education within ten (10) days.

##### 4. Level Four

In the event the grievance is not resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance may be transmitted to the State Labor Mediation Board with ten days.

#### ARTICLE VI

##### Teaching Hours and Loads

- A. All elementary teachers shall arrive for duty at their respective schools not later than one-half hour prior to the beginning of school in the morning. They shall remain for one-half hour after the regular afternoon dismissal time of the building in which they teach. They will have duty-free lunch.

- B. All secondary school teachers (grades 7-12) shall arrive for duty not later than 8:00 A.M. and will remain until 4:00 P.M. A duty-free lunch period will be provided.
- C. Teachers shall not be assigned, except in emergency or for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates. Final determination of "good cause" shall be made by the Superintendent.
- D. In keeping with the philosophy of the Holland Public Schools for quality education, the Holland Education Association and the Board of Education agree that insofar as funds are available, every effort will be made to establish a desirable pupil-teacher ratio.

ARTICLE VII

Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the District shall occur during the school year the Board of Education shall publicize the same by posting written notice of such vacancy in each building office. Such notice shall contain procedure for application.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of all applicants.

ARTICLE VIII

Salary Schedule

A.	<u>1967-68</u>		B.	<u>1968-69</u>	
<u>Year</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Year</u>	<u>B.A.</u>	<u>M.A.</u>
1	\$ 5,950	\$ 6,350	1	\$ 6,500	\$ 6,900
2	6,150	6,550	2	6,700	7,100
3	6,350	6,750	3	7,000	7,400
4	6,550	6,950	4	7,300	7,700
5	6,750	7,150	5	7,600	8,000
6	7,050	7,450	6	7,900	8,300
7	7,250	7,650	7	8,200	8,600
8	7,450	7,850	8	8,500	8,900
9	7,650	8,050	9	8,800	9,200
10	7,850	8,350	10	9,100	9,500
11	8,250	8,650	11	9,400	9,800
12	8,650	9,000	12	9,700	10,100
13		9,400	13		10,400

(Includes fringe benefits not to exceed \$50 per teacher)

(An allowance not to exceed \$100 per teacher will be granted)

- C. The above salary schedules shall apply for 180 teaching days plus two (2) additional days per year with teachers in attendance.

D.

EXTRA PAY FOR EXTRA DUTIES

<u>ATHLETICS</u>	<u>REIMBURSEMENT</u>
Varsity Football	\$900
Varsity Assistant	600
Varsity Assistant	600
Junior Varsity	600
Junior Varsity	480
Varsity Basketball	900
Junior Varsity	600
Varsity Track	480
Assistant Track	300
Varsity Baseball	450
Ass't Varsity Baseball	300
Cross Country	300
Tennis High School	420
Golf	330
Swimming	600
Wrestling	600
Senior High Gymnastics	330
Ticket Manager	360
Junior High Athletic Director	450
9th Grade Football	450
9th Grade Assistant	300
8th Grade Football	210
7th Grade Football	210
9th Grade Basketball	360
8th Grade Basketball	210
7th Grade Basketball	210
Junior High Gymnastics	180
Junior High Tennis	210
Junior High Track	210
 <u>ACTIVITIES</u>	
G.A.A.	210
Athletic Sisters	210
Dutch Dance	300
Dutch Dance Costume	150
Debate	200
Forensics	200
Senior Play	150
Senior High Cheer Leading	175
Intramural Basketball	200
Intramural Volleyball	200
Junior High Cheer Leading	150



DEPARTMENT CHAIRMEN (K-12)

REIMBURSEMENT

Music	\$480
Industrial Arts	420
Science	420
Art	420
Foreign Language	360
English	360
Social Studies	360
Math	360
Business Education	360
Physical Education	480
Director of Athletics	610 plus 1 hour released time

MUSIC DEPARTMENT

H. S. Band Director	500
Ass't H. S. Band Director	100
High School Orchestra	300
Junior High Band	300
7th Grade Band	200
Elementary Band	200
Junior High Orchestra	300
Elementary Orchestra	200
Vocal Music Senior High	300

CLASS ADVISORS

Senior Class (Total)	750
Junior Class (Total)	250
Sophomore Class (Total)	150

E. SUMMER PROGRAMS AND/OR ADULT EDUCATION

1. B.A. base pay divided by 182 days equals per diem pay.
2. Per diem pay divided by 7 equals hourly rate.
3. Maximum hourly rate can be achieved in five years with 5% increase annually.
4. No transfer credit will be accepted.
5. Advancement on the schedule will occur within a given program only.

F. TRAVEL ALLOWANCE

Allowance for out of town travel will be paid at the rate of 9¢ per mile. Mileage to be figured from post office to post office.

ARTICLE IX

Sick Leaves and Leaves of Absence

1. Every full time teacher shall be granted for the first full fiscal year of employment fifteen (15) days of sick leave with pay and ten (10) days for each succeeding full fiscal year subject to the limitations provided herein-after.
2. Sick leave time may be used for absence from duty because of personal injury or illness. Absence with pay for illness or injury in the immediate family may not exceed three (3) days per school year. Emergency, bereavement, or necessity leave may be granted by the superintendent, but such time shall be deducted from sick leave.

3. Earned sick leave time which remains unused shall be accumulated at the end of each fiscal year not to exceed a total of 100 days and may be held as credit for future sick leave.
4. Teachers shall be entitled to a personal leave day each school year, granted at the discretion of the building principal. A request for a personal leave day immediately before or after a holiday and/or vacation will be granted subject to the approval of the superintendent. Any unused personal leave day will be added to the accumulated sick leave at the rate of one day per year.
5. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed one (1) year; Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act. Upon return from such leave, a teacher will be placed on the salary schedule as if he had been continuously employed during his leave. However, any teacher on a leave of absence shall neither accumulate nor draw sick leave until again re-employed by the Holland Board of Education.
6. All accumulated leave time shall terminate upon severance or suspension of employment.
7. If it is believed by the Board, or its agents, that any teacher has abused any portion of the leave policy, the Board may require a teacher to submit to a physical or mental examination by a physician of the Board's choosing to determine whether sick leave is warranted. Such requested examination will be at the Board's expense. If the belief is well founded, the Board shall charge the teacher 1/182 of the teacher's salary for each day absent.
8. Upon attaining the age of mandatory retirement all accumulated leave time shall terminate. Thereafter, any teacher employed on a year-to-year basis shall be entitled to ten (10) sick leave days annually which are non-accumulative.
9. All teachers will retain present accumulated sick leave up to and including one hundred (100) days.
10. When school is closed teachers will not have to report. Teachers will be paid for one (1) of each two (2) days missed. If two (2) or more days are missed, one day will be taught for each two (2) days that school is closed, i.e. financial compensation shall be made for the odd days missed, and even days missed will be made up at a specified time during the concurrent school year.

#### ARTICLE X

##### Termination Clause

This agreement shall be effective as of \_\_\_\_\_, 1968, and until June 30, 1969, and will remain in effect thereafter from year to year, subject to sixty (60) days notice prior to the expiration date of the agreement by either the Board of Education or the Holland Education Association to modify,

change, or terminate the agreement. If either party submits a 60-day notice as mentioned above, said notice shall specifically state the items or articles to be brought up for discussion and only these stated items will be discussed and negotiated.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 4th day of April, 1968.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT  
OF THE CITY OF HOLLAND

---

James O. Lamb, President

---

Harriet D. Heneveld, Secretary

HOLLAND EDUCATION ASSOCIATION

---

Paul Klomparens, President

---

Ann Notier, Secretary