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Spring Lake Board of Education

MEA
1216 Wendale
E. Lansing, MI

48823

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AGREEMENT

between

SPRING LAKE BOARD OF EDUCATION

and

SPRING LAKE EDUCATION ASSOCIATION

This AGREEMENT entered into this 14th day of September, 1970, by and between the BOARD OF EDUCATION of the SCHOOL DISTRICT of SPRING LAKE, hereinafter called "the Board," and SPRING LAKE EDUCATION ASSOCIATION, a Michigan Corporation, hereinafter called "the Association,"

WITNESSETH that:

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all the children in the District; and,

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

WHEREAS, the success of the educational program is dependent upon the knowledge, skill, creative ability, and morals of the Teachers; and,

WHEREAS, to obtain this goal it is important that there be an understanding and cooperation between the Teachers and the Board; and,

THEREFORE, IT IS AGREED THAT:

ARTICLE I

RECOGNITION

The Board agrees to recognize the Association as the exclusive bargaining representative, through its duly accredited officers and representatives, for purposes of collective bargaining in respect to wages, hours, or other conditions of employment, as defined in Sec. 11, Act 379, Public Acts of 1965, for all certified personnel whether under personal contract, on leave according to the terms of this Agreement, or on a part time basis, employed or to be hereafter employed by the Board, excluding the superintendent, principals, director of guidance, and any other supervisors within the meaning of the Public Employment Relations Act. The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE II

BOARD RIGHTS

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 the executive management and administrative control of the school system and its properties and facilities and staff.
2. To hire all Teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, 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 and the hours of instruction, the duties, responsibilities, and assignments of Teachers with respect thereto, and with respect to administrative and non-teaching activities, the terms and conditions of employment.

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

TEACHERS RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any Teacher rights he may have according to the Michigan General School laws and Michigan Teacher Tenure Acts or applicable Civil Service Laws and regulations.
- B. The Board agrees to furnish to the Association in response to reasonable requests all pertinent public information that will assist the Association in developing intelligent programs on behalf of the Teachers or which may be necessary for the Association to process any grievance or complaint.
- B. The Association and its members shall have reasonable access to school building facilities for scheduled meetings of the Association. Some school equipment, including bulletin boards and mailboxes, shall be made available to the Association. For use of these facilities when they are not otherwise in use, the Association will pay according to the Board policy.

Postings or mailings must be signed.

School equipment as used above does not include paper, ink, etc., but rather only use of capital items.

ARTICLE IV

PROFESSIONAL DUES

At the beginning of their employment hereunder, Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association.) Such sum shall be deducted as dues in ten monthly installments from the regular salaries of all such Teachers and remitted not less frequently than monthly to the Association.

ARTICLE V

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Vacancies or openings in the district for certificated personnel will be advertised on one bulletin board in each building and in such areas as the Board deems appropriate for a period of not

less than five (5) SCHOOL days. During the summer when school is not in session teachers desiring to be informed regarding vacancies should leave self-addressed envelopes with the Superintendent of Schools. Vacancies will not be filled less than seven days from date of mailing. In filling openings or vacancies, the Board agrees to give due consideration to the professional background, qualifications, and attainments of all applicants, length of service, and other relevant factors. First consideration will be given to present teachers in the district. However, the Board reserves the right to sole determination of all the above factors and to hire from other areas as it deems reasonable and necessary. The Association recognizes that when vacancies or openings occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy or opening may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

- B. 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.
- C. Arbitrary transfers of Teachers between buildings or classes will be avoided. The reason for any non-requested transfer shall be explained to the Teacher involved and, upon request, to Association representatives.
- D. All Teachers shall be given written notice of their assignments and schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such items are proposed, all Teachers affected shall be notified promptly and consulted. In no event will changes in Teachers' assignments and schedules be made later than the 15th day of August preceding the commencement of the school year unless emergency situation requires same.

ARTICLE VI

PAID LEAVE

Every full time Teacher shall be granted fifteen (15) days paid leave annually. The unexpended balance each year shall be cumulative up to, and including, one hundred eighty (180) days. Paid leave for all causes in any one year shall not exceed the unexpended balance to the credit of the Teacher.

Provisions of the Michigan Tenure Act, if applicable, are governing.

This leave will be granted for the following reasons and subject to the additional conditions attached:

- a. Personal illness of the Teacher. In the event that a Teacher may not be able to perform his work on account of personal illness (or personal injury not covered by Workman's Compensation), he shall be granted any part of his accumulated leave time. It is understood that a Teacher on leave for illness or injury shall adopt appropriate remedial measures. Doctors' certificates may be required to substantiate claim of personal illness. The Board may require a statement by qualified medical personnel indicating a Teacher returning from leave is in mental and physical condition to carry out his professional services.
- aa. In case of an injury caused by his professional employment, a Teacher shall be paid under terms of the Michigan Workmen's Compensation Act and shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular teaching salary for a period not to exceed one hundred eighty (180) days.
- b. Death or critical illness in the family. Leave for death or critical illness in any one (1) year with pay shall not exceed five (5) days per year per individual member of the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had association similar to family ties. Critical illness is defined as surgical operation, child birth, or contagious disease. In case of death or illness of a person with whom an employee claims association similar to that of a family tie, the Board may require concrete evidence of that relationship. The Board may require a doctor's statement attesting to the critical illness in the immediate family of an employee who is absent for such reason.
- c. Personal business. Teachers will be allowed two (2) days leave each year for personal business reasons. These days shall be noncumulative from year to year and will be deducted from the paid leave days. Absences approved under this section shall cover necessary business or activities of a personal nature which cannot be handled at any other time than during the school day. In no way should it be assumed that this should cover absences for pleasure trips, shopping, working at home, or any activity which could be arranged outside of school time. (Except in cases of emergency, requests shall be made reasonably in advance of the anticipated absence and due consideration shall be given to the availability of replacements.)

ARTICLE VII

UNPAID LEAVE

The Board shall grant unpaid leave time to Teachers for certain specified reasons. This leave is subject to suitable notice by the Teacher, both before the leave and before the expected return. The Board may require a statement by qualified medical personnel indicating a Teacher returning from leave is in mental and

and physical condition to carry out his professional services. Teachers do not acquire length of service benefits during these leaves except as specified.

Provisions of the Michigan Tenure Act, if applicable, are governing.

This leave will be granted for the following reasons and subject to the additional conditions attached.

- a. Maternity Leave. The Board shall grant a leave of absence for maternity without pay to any tenure Teacher.
 1. This maternity leave shall be granted upon written request for such leave and upon a physician's certification of the Teacher's pregnancy.
 2. Application for maternity leave must be filed not more than two months after pregnancy has been determined.
 3. All maternity cases shall terminate employment not later than the fifth month. In special cases where an extension would be beneficial to the school district, a limited extension may be granted by the Board.
 4. Maternity leave may be granted for a period of one calendar year and may be renewed at the discretion of the Board.
 5. Teachers not on tenure with the school system shall be presumed to have voluntarily resigned upon application for pregnancy leave, as noted above.
 6. Pregnancy shall not be considered as sick leave within the interpretation of the sick leave policy.
 7. A teacher will not be permitted to return from maternity leave for a minimum of four (4) months after child birth and must return to her teaching duties at the start of a semester. The above limits may be extended or reduced by mutual consent.
- b. Military Leave. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any scheduled pay increases and sick leave allowances up to a two (2) year maximum which would have been credited to them had they remained in active service with the school system.
- c. Political Leave. The Board shall grant a leave of absence without pay to any Teacher to campaign for, or serve in, a public office provided such leave shall not exceed one (1) year in length and provided further that, if the leave is for part of a school year, a suitable replacement is available.

- d. Sabbatical Leave. The Board acknowledges that Teachers may apply for sabbatical leave according to the school code.
- e. The Board will not guarantee that a tenure Teacher who has received leave will be rehired during the school year in which the leave expires; but will be given first consideration for any vacancy or opening for which that teacher is qualified, or rehired in his former or equivalent position at the beginning of the next school year.

ARTICLE VIII

PROTECTION OF TEACHERS

The Board pledges strong administrative support and physical and legal protection for each Teacher during his hours of employment; provided the behavior of the Teacher is in accord with good professional ethics as set forth in Article IX of this Agreement.

- a. The master contract emphasizes the importance of discipline, and the administration and Board of Education shall support reasonable measures to enforce the same.
- b. A Teacher shall not be assigned care of emotionally disturbed children in a normal classroom except for short periods of time, not to exceed one month and only under unusual circumstances.
- c. In case of assault on a Teacher, the Board will provide legal counsel, upon request, to advise the Teacher of his rights and to handle the matter in court, if necessary.
- d. The Board will provide legal counsel to defend a Teacher against complaints which might arise against properly conducted disciplinary action by the Teacher to a student.
- e. Any formal complaint directed to the administration by a parent shall be promptly made known to the Teacher. A formal complaint would be in the form of a letter, a telephone call, an appearance at a Board meeting, or a personal appearance at school. If a parent requests that the information not be divulged to the Teacher, the request will be honored.
- f. Teachers are expected to exercise reasonable care with respect to the safety of students and property but shall not be individually liable, except in case of gross negligence or neglect of duty, for any damage or loss to person or property.
- g. In case of assault on a Teacher resulting in disabling injury, the Teacher shall be paid by the Board an amount in addition to Workman's Compensation such that the total will equal the Teacher's normal earnings until the end of the disability or a **one-year** period,

whichever is sooner. Likewise, the Board shall assume such reasonable hospital and medical expenses as are incurred by the Teacher and are not paid by insurance or under terms of law.

- h. Before the Board makes any necessary reduction in personnel, it will first consult with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.

ARTICLE IX

CODE OF ETHICS

- A. The Association and the Teachers recognize and adopt by reference herein the Code of Ethics of the Michigan Education Association as now drafted and in force on the date hereof as the basic standard of professional conduct to which they will adhere in the performance of their obligations to the Board and the children of the Spring Lake School System.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a Teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association.

ARTICLE X

NEGOTIATION PROCEDURE

It is contemplated that negotiable matters not specifically covered by this Agreement shall be subject to professional negotiations between the Board and Association from time to time during the period of this Agreement upon request and thirty (30) days notice of either party to the other. If agreement is reached on such a matter, the date it will become effective shall be established at the same time.

At least one hundred twenty (120) days prior to the expiration of this Agreement, the parties may likewise begin negotiations for a new Agreement.

During the course of negotiations, should an impasse be reached, the parties may agree on a mediator or mediation panel to help reconcile differences. The mediation panel would consist of one Board representative, one Association representative, and a third party chairman selected by the parties. Determinations by mediators will be purely advisory.

Tentative proposals may be submitted in writing to either the Board or the Association by the other party. Approval would make such proposals part of the tentative Agreement. When a tentative Agreement is reached on a portion of the contract, a draft thereof should be initialed by both parties. It is understood that no permanent agreement exists between the parties until the entire Agreement has been consummated.

It is expected that meetings will normally be scheduled for the least interference in school schedule. When exceptional circumstances warrant, Association representatives may be released to attend special meetings of the parties.

ARTICLE XI

GRIEVANCE PROCEDURES

A. Definitions

1. A grievance shall mean a complaint by a Teacher, a group or Teachers, or the Association, based on an event, a condition, or circumstance under which a Teacher works allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provisions of this Agreement.
2. The "aggrieved person" is the person, or persons, making the claim.
3. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" shall mean calendar 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 as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any Teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. The Association shall select its representative for each school building. As soon as possible the names of these building representatives are to be made known to the building principals.

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR&R Committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent, or a substitute designated by it, as its representative when the grievance arises in more than one building.

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.

If the grievance is filed on, or after, June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A Teacher with a grievance shall discuss it with his immediate supervisor or principal; individually or together with his Association Representative.

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 in writing with the Association's PR&R Committee and/or the Superintendent of Schools.

b. Within five (5) days of the receipt of the grievance the PR&R Committee shall make a judgment whether or not in its opinion there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the Teacher may continue to process his claim without Association support.

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 PR&R Committee to the Board of Education's Review Committee. No person who shall have rendered a decision at a previous level shall be a member of this committee. Within ten (10) days from receipt of the written referral by the Board, its Review Committee and the Association's Negotiating Team's and the Association's PR&R Committee's Chairmen shall meet for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in ten (10) days.

4. Level Four

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

5. Level Five

In the event the grievance is not resolved satisfactorily through mediation at Level Four, grievances involving any provisions of this Agreement will be submitted to arbitration through the following process:

- a. If the PR&R Committee determines that a grievance involving provisions of this Agreement is meritorious and that submitting it to arbitration is in the best interest of the Spring Lake School System, it may by written notice to the Board submit the grievance to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.

Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence previously in its possession but not disclosed to the other party. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

- d. The arbitrator shall have no power to add to, subtract from, or alter or modify any of the terms of this Agreement, nor any policy or regulation of the Board which is not in conflict with the express terms of this Agreement. In cases involving the exercise of judgment or discretion, the arbitrator shall decide on the basis of whether or not the Board's decision was made in good faith, without discrimination, and was not arbitrary or capricious. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered on any court of competent jurisdiction.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another person; provided, however, that any Teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association; provided further, when a Teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association Representative of the PR&R Committee, the grievance affects a group of Teachers, the PR&R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation, and no such record shall be placed in his personnel file.

4. Forms for filing and processing grievances shall be designed by the superintendent and the PR&R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made to all parties, places, and records of public information necessary for the determination and processing of the grievance.

ARTICLE XII

PROFESSIONAL STUDY COMMITTEES

The Board and the Association recognize that the school instructional program and related matters need continuing study and improvements.

It is therefore agreed that the parties shall cooperate in on-going study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, all areas of curriculum, and other phases of the instructional program.

It is further agreed that the Teachers in accordance with past practice will continue committees for the purpose of reviewing, revising, updating, and amending current curricula; and reviewing, selecting, and recommending text books and teaching equipment. The Teachers may be consulted in regard to educational specifications and needs in respect to modifying existing buildings or designing new structures.

The foregoing committees or study groups shall serve as advisory, consultative, and fact finding bodies only; and the failure of the Board to adopt any of the recommended subjects shall not constitute the basis of a grievance. The Board agrees, however, that the Association and Teachers shall have the right to submit their recommendations on these subjects, and the Board agrees to review and study the same. These recommendations, after careful study, will be accepted or rejected. If the Board accepts the recommendations of a study group, they shall be initiated the following school year.

A Professional Study Committee Advisory Group of eight members shall be established, with four members appointed by the President of the Association and three members appointed by the Board, and the Superintendent of Schools or his designated representative, who shall act as chairman. The first meeting of this Professional Study Committee Advisory Group will be held in September. The duties of this group shall be as follows:

1. To select the membership of all committees, permanent or AD HOC which may be required,
2. To aid these committees in setting up a schedule for meetings,
3. To receive the written reports from these committees,
4. To assist these committees in their reports to both the Board and the **Association**,

5. To determine areas to be studied by the curriculum groups, and
6. To serve as a steering committee to provide guidelines and assist-
and when necessary.

ARTICLE XIII

TEACHER EVALUATION

- A. Tenure evaluations will continue in accordance with past practice to follow the procedural policy adopted by the Board as specified in the current Teacher Handbook.
- B. All monitoring or observation of the work performance of a Teacher shall be conducted openly and with full knowledge of the Teacher. The PA system shall not be used to "listen in" on a Teacher as a basis for evaluation of that Teacher.
- C. Starting with the effective date of this Agreement, each Teacher shall receive a copy of all communications, including evaluation reports, commendations, and validated complaints which are to be inserted in his personnel file. Copies of such items prior to this date will be made available upon request of the Teacher.
- D. A Teacher, at his request, may have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Teacher until such representative of the Association is present.

ARTICLE XIV

CONDITIONS OF PROFESSIONAL SERVICES

- A. Teaching Hours
 1. It is the usual practice that teachers report fifteen minutes before the students arrive and leave fifteen minutes after student dismissal, except at the close of school on Friday and days preceding holidays. Teachers shall be required to remain after official school closing as long as it is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences, faculty meetings, and to perform such other duties which are part of the teaching function.
 2. All Teachers shall be entitled to a duty free lunch period of at least 30 continuous minutes.
 3. Elementary Teachers will be provided two fifteen minute relief periods each day. Unless circumstances make their presence necessary, elementary Teachers may use for preparation all time during which their

Classes are receiving instruction from various teaching specialists.

B. Assignments

1. Basic teaching schedules for secondary Teachers consist of five classes, a planning period, and a study hall; or four classes, a planning period, a study hall, and an assigned duty, except English teachers whose schedule shall include two planning periods. A special responsibility period may be substituted for a teaching period. Under unusual circumstances, and at the Teacher's option, a sixth teaching period may be substituted for study hall duty.
2. Secondary Teachers shall not have more than three consecutive class periods and a study hall except with the teacher's consent.
3. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor field of study, except that a Teacher showing competency in a field other than his major or minor may, by mutual agreement with the administration, teach this subject in the Junior High School.
4. Secondary Teachers shall not be required to teach more than two subjects nor more than a total of three teaching preparations at any one time. In the disciplines of Home Economics, Industrial Arts, Commercial, Languages, Physical Education, and related fields, four preparations could be required.
5. The Board of Education shall attempt to employ all new Teachers for a regular teaching assignment who have a bachelor's degree from an accredited college or university. The employment of Teachers holding special certificates is to be permitted only in cases of absolute necessity or where the Teacher has outstanding credentials, and the Association shall be notified in each instance.
6. Supervisory teachers of student teachers shall be tenure teachers possessing a minimum of a bachelor's degree in academic preparation. A supervisory teacher shall voluntarily accept the assignment of a student teacher.

C. Duties

1. Elementary and Junior High Teachers shall attend and/or participate in two PTA meetings a year. Attendance at all other PTA meetings will be voluntary. At the first PTA meeting each year, where introductions of all Teachers are made, attendance will be required unless properly excused by the administration.
2. A teacher shall be expected to attend all professional meetings held on Monday unless excused. If this meeting is cancelled by unforeseen circumstances, it may be rescheduled the following day.

3. Teacher participation in activities off school grounds will be voluntary and reimbursed at \$5.00 per event. The activities requiring chaperons will be decided by the school administration.
4. Duties which are beyond the description in this article and which are in excess of the basic professional responsibility shall be compensated in accordance with Schedule "B".

D. Pupil-Teacher Ratio

(a) To insure high quality of education and because the pupil-teacher ratio is an important aspect of effective educational programs, it is agreed that insofar as practical the following guide line will be used:

1. Elementary - Single room in which thirty or less are enrolled.
2. Secondary - A teaching load of thirty pupils, except in English classes where twenty-five or less will be the rule.

E. The Board will make available in each school special facilities for the exclusive use of the Teachers to relax during lunch and unassigned periods.

F. Teachers shall be entitled to full rights of citizenship, and no 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 Teachers.

Staff members are guaranteed freedom in their personal lives equal to that accorded other professional persons in the community, except when the same shall interfere with effective teaching or bring discredit upon the Association or Spring Lake Public Schools.

G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status; or membership in, 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 to achieve full equality of educational opportunity for all pupils.

H. At least one day in secondary and one day in elementary shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance. Elementary school will be in session half-days for one week in the fall and one week in the spring to allow time for parent-teacher conferences. Kindergarten will have one full week in the spring and one full week in the fall for conferences. Substitute teachers will be hired so that kindergarten children will miss only the same amount of time as the other elementary students.

- L. **The Board**, in keeping with its past adopted policy, will employ additional specialist teachers, as a yearly inventory and diagnosis would indicate the need. These specialists would include and not be limited to physical education, music, and reading.

ARTICLE XV

INSURANCE PROTECTION

Believing that providing for the security of Teachers increases the holding power of the district and pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- a. The Board shall pay cost of group health or life insurance up to the amount stated on page 20. (M. E. A. Group Insurance)
- b. The Board shall provide without cost to the Teacher, public liability and property damage insurance to cover happenings arising from their employment with the schools. The amount of said insurance to be carried shall be determined annually by the Board and current practice shall be the minimum amount of coverage. The liability of the Board shall be limited to the prompt payment of agreed premiums.

ARTICLE XVI

PROFESSIONAL COMPENSATION

- A. The salaries of Teachers covered by this Agreement for work outlined in Article XIV are set forth in schedule "A" which is attached to, and made a part of, this Agreement.
- B. Certain extra duties have traditionally commanded extra pay in the Spring Lake System. A list of these duties and the extra compensation comprises Schedule "B", which also is made a part of this Agreement.
- C. It is the Board's opinion that Schedules "A" and "B" cover all of the expected duties to be assigned to Teachers under this Agreement. Should assignments beyond the scope of the aforementioned become necessary, the rate of compensation shall be negotiated.
- D. Teachers shall not be required to report more than two days prior to the beginning of classes in September nor to remain more than two days after classes end in June.
- E. No new or incoming Teacher hired for a normal classroom without extra-curricular duties may be offered any other compensation than those listed in Schedule "A", except as may be specifically agreed to between the PN Committee and the Superintendent of Schools.

- F. An incoming Teacher shall be given credit for all outside teaching experience up to and including eight years on the salary index. Each succeeding year an additional year of credit will be added to the salary index until eventually a new teacher will come in at whatever level he is to be on in his present teaching capacity. This person must have taught in an accredited school system. In cases of unusual circumstances the Board may exceed the above, provided the placement on the schedule is not greater than the total years of experience or related experience. An incoming teacher with previous tenure in this district shall receive full credit for all sick leave previously accumulated in this district.
- G. The school year is tentatively determined by the calendar listed as Schedule "C", attached to and made a part of this Agreement and will include enough days of instruction to qualify for full State Aid.
- H. Part time Teachers shall be placed on the index as any other incoming Teacher, but their salary shall be in proportion to the actual amount of time they teach in the classroom. Planning time will be determined by amount of teaching time. They shall be advanced on the index one year for each two years of employment in the system. Such Teachers, if they teach one-half day or more daily, shall receive one-half of the leave provisions for full time Teachers. If they teach less than half-time, paid and unpaid leave are at the discretion of the Board but shall not exceed the above limitations.

ARTICLE XVII

CONFERENCE ATTENDANCE

For valid reasons, Teachers may attend state conferences approved by the Department of Public Instruction and recognized by the administration.

Applications for attendance shall be made on request forms within a reasonable length of time prior to the date of the conference. If the application is approved, reasonable expenses connected therewith will be allowed.

State-wide committee appointments which involve the Teacher's being absent from the classroom must receive approval from the Board.

Teachers and staff members who attend educational conferences are expected to share what they have gained from the conference with other Teachers and staff members in the form of a report, either written or oral depending upon the nature of the conference.

ARTICLE XVIII

MISCELLANEOUS

A. Credit Union and Annuity

At the beginning of each school year Teachers may sign and deliver to the board a statement authorizing Ottawa County School Employees Credit

Union and Annuity deductions from the Teacher's salary. Such deductions shall be made from the first payroll of each month with the amount deducted determined by the individual teacher. The Association shall determine the carrier of the Annuity Plan and so notify the Board.

B. Staff Educational Assistance.

The Board shall make financial reimbursement to any member of the staff who satisfactorily completes a program of professional growth through courses, lectures, conferences, workshops, or other related practices.

Such reimbursement shall cover only the actual cost of tuition, texts, and course supplies up to, but not to exceed 2.6% of BA base for any one teacher for any one year, and shall not be made for transportation, room, or board.

A Teacher who must be absent from school duties for the purpose of taking one field trip in connection with an approved course may be released from his duties without loss of salary after a written application has been approved by the administration.

C. Student Teacher Program

Stipends granted to the Spring Lake School District by the colleges for the training of student teachers shall be contributed to the Scholarship Fund of the Association.

D. TB Test

The Board will pay for TB tests during the day(s) that the mobile unit is on school property.

E. School Calendar (See Appendix C)

F. Salary Schedule

The method of determining salaries is outlined in Appendix A-1.

ARTICLE XIX

CONFLICT

In the event that any provision of this Agreement shall conflict with any Federal or State Law, or is proven illegal in a court of law, such provision hereof shall not remain operative or binding upon the parties, but the remaining portion of this Agreement shall remain in force and effect.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 1970, and shall continue until the 30th day of June, 1972.

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

Donald Bolling
Donald Bolling
President, S. L. Board of Education

Eleanor Schmitt
Eleanor Schmitt
Secretary, S. L. Board of Education

Arthur K. Hedberg, Jr.
Arthur K. Hedberg, Jr.
Superintendent of S. L. Public Schools

Melvin E. Hall
Melvin Hall
President, S. L. Ed. Association

Cynthia Mazurek
Cynthia Mazurek
Secretary, S. L. Ed. Association

1970 - 71

Step	Index	B. A.	B. A. +15	M. A.
1	1.00	7410	7610	7810
2	1.05	7781	7981	8181
3	1.10	8151	8351	8551
4	1.15	8522	8722	9122
5	1.20	8892	9092	9492
6	1.25	9263	9463	10063
7	1.30	9633	9833	10433
8	1.36	10078	10278	10878
9	1.42	10522	10722	11422
10	1.48	10967	11167	11867
11	1.54	11411	11611	12361
12	1.60	11856	12056	12856

Educational Benefits shall be increased each year to an amount of 2.6% of the BA base.

INSURANCE

The board shall increase its contribution towards the present insurance program to cover full costs including the increased costs of all present benefits and increase of benefit levels (as they go into effect), but will not pay toward the cost of new categories of benefits added to the present plan or new programs.

A teacher who does not make use of any of the available contributions towards insurance coverage shall be entitled to a contribution by the District not to exceed the cost of a single membership coverage per month towards currently available options under the M. E. A. plan.

APPENDIX A-1

The Spring Lake School Board and the Spring Lake Education Association agree that for the school year 1970-71 and 1971-72, the Teachers' Salary Schedule set forth in Schedule A of the current Master Agreement shall be changed for each school year by adjusting the BA base (Step 1, 1.00 on the Index) to equal the median of the BA base salary for all school districts in Ottawa and Muskegon Counties. (Because there are twenty schools in Ottawa and Muskegon Counties besides Spring Lake, the median will be between the tenth and eleventh schools.) The index and steps in effect in 1969-70 shall be applied to such median figure. The number of dollars difference at each step between the BA column and the BA plus 15 column and the MA column shall continue as in the current agreement.

The median figure shall be established during the first week of school in September of each year. In the event not all districts in the two counties have settled negotiations by the first week of school, the parties will use a mutually agreeable temporary figure based on available information. The temporary figure will be set at a level that will assure that it will not under any circumstances exceed the final figure. When the final figure is determined, any necessary retroactive adjustments will be made.

Schedule "B" TEACHERS EXTRA DUTY SALARY SCHEDULE
1970 - 71

These rates shall be figured each year as a percentage or portion of the BA base.

Librarian		1/1600
Head Librarian (1/1600 + .50 Hourly)		10%
Band Director		
Head of Instrumental Music		5%
High School Band		7%
Band Camp		2.5%
All School Musical Director		2.5%
Teaching Instrumental Music		12%
Junior High Band		5%
Marching Band		2.5%
Elementary Choral		4%
Junior-Senior Choral		6%
Junior Play		3%
Senior Play		3%
All School Musical		3%
Debate		3%
Yearbook Advisor		\$100
Driver Training	1970-71	1/1250 - 1/1250 + .25
	1971-72	
	1st-4th yrs.	1/1250 - 1/1250 + .25
	5th yr. & over	1/1200 - 1/1200 + .25
Athletic Director		12%
Football - Head Varsity		15%
Asst. Varsity (2)		9%
Junior Varsity		8.5%
Asst. Junior Varsity		8%
Head 9th Grade		7%
Asst. 9th Grade		6%
Head Junior High		5.5%
Asst. Junior High		5%
Basketball- Head Varsity		15%
Asst. Varsity (J.V.)		9%
9th Grade		7%
8th Grade		5.5%
7th Grade		5%
Swimming (boys)		11%
Swimming (girls)		6%
Wrestling - Head Varsity		11%
Asst. Varsity - Wrestling		7%
Baseball - Head Varsity		9%
Junior High Baseball		5%
Track		9%
Golf		7%
Tennis		7%
Cross Country		7%
Cheerleading - Var. & J.V.		6%
Jr. High & 9th Grade		3%
Girls Swimming		3%
Girls Gymnastics		3%
Girls Intramural		3%