

June 30, 1976

Spring Lake Board of Education

PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN

THE SPRING LAKE BOARD OF EDUCATION

AND

THE SPRING LAKE EDUCATION ASSOCIATION

July 1, 1974 -- June 30, 1976

Superintendent's Office
Spring Lake Public School
345 Hammond Street
Spring Lake, Mich.
49456

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AGREEMENT

between

SPRING LAKE BOARD OF EDUCATION

and

SPRING LAKE EDUCATION ASSOCIATION

This AGREEMENT entered into this 30th day of May, 1974, 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, director of curriculum and instruction, director of guidance, principals, director of media services, athletic director, 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

- 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 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, discipline, 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.
- 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. 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.
- C. 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

- A. 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.
- B. Provisions of the Michigan Tenure Act, if applicable, are governing.
- C. This leave will be granted for the following reasons and subject to the additional conditions attached:

- 1. 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 Workmen'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.

"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. "

- 2. 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.

3. Personal Business. Teachers will be allowed two (2) days leave each year for personal business reasons. These days shall be non-cumulative from year to year and will be deducted from the paid leave days. A personal business day may be used for necessary business or activities of a personal nature which cannot be conducted at any time other than a school day. A teacher planning to use a personal leave day or days shall notify his principal at least two (2) days in advance, except in cases of emergency. The teacher may be asked to explain the reasons for any personal leave requested for a school day immediately before or after a holiday or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Personal leave days shall be available for the practice of individual religious preferences.
4. Jury Duty. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his full salary for such time spent on jury duty or giving testimony less any money received from such services, not including travel allowances or reimbursement of expenses.

ARTICLE VII

UNPAID LEAVE

- A. 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 physical condition to carry out his professional services. Teachers do not acquire length of service benefits during these leaves except as specified.
- B. Provisions of the Michigan Tenure Act, if applicable, are governing.
- C. This leave will be granted for the following reasons and subject to the additional conditions attached.
 1. Maternity Leave. The Board shall grant a leave of absence for maternity without pay to any tenure teacher.
 - a. This maternity leave shall be granted upon written request for such leave and upon a physician's certi-

fication of the teacher's pregnancy. All maternity cases shall begin maternity leave when the teacher is not able to perform her teaching duties in a normal manner.

- b. Application for maternity leave must be filed not more than two months after pregnancy has been determined.
 - c. Maternity leave may be granted for a period of one calendar year and may be renewed at the discretion of the Board.
 - d. Pregnancy shall not be considered as sick leave within the interpretation of the sick leave policy.
 - e. The teacher shall be entitled to return from such leave at the start of the semester provided a written request for return is submitted at least sixty (60) days prior to the requested return date.
 - f. In special cases when an exception to this policy would be beneficial to the school district and the individual, an early return from maternity leave may be granted by the Board.
2. 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 unscheduled 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.
 3. 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.
 4. Sabbatical Leave. The Board acknowledges that teachers may apply for sabbatical leave according to the school code.
 5. 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.

1. The Master Contract emphasizes the importance of discipline, and the administration and Board of Education shall support reasonable measures to enforce the same.
2. 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.
3. In case of assault on a teacher, the Board will provide legal counsel, upon request, to advise the teacher of his/her rights and to handle the matter in court, if necessary.
4. 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.
5. 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.
6. 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.
7. In case of assault on a teacher resulting in disabling injury, the teacher shall be paid by the Board an amount in addition to Workmen'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.

8. 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 reemployment rights of such persons. (See Article XVIII).

ARTICLE IX

CODE OF ETHICS

- A. The Association and the Board recognize and adopt herein the Code of Ethics of the National Education Association (See Appendix "D") 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 leave, 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 Professional shall be promptly reported to the offending teacher and to the Association.

ARTICLE X

NEGOTIATION PROCEDURE

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

- C. 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 chairperson selected by the parties. Determinations by mediators will be purely advisory.
- D. 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 position 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.
- E. 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 of 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. "Regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

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 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

Step One. Any teacher or group of teachers who have any grievance must submit it to the principal within five (5) regularly scheduled working days after the event occurred or within five (5) regularly scheduled working days after the teacher obtains knowledge of the event upon which the grievance is based, whichever is later. At the teacher's request, arrangements will be made to have the proper Association representative present for such discussion. The teacher's principal shall investigate and report his disposition of the complaint within five (5) regularly scheduled working days after it has been made to him. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

Step Two. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has alleg-

edly been violated, must be signed and dated by the teacher who is filing the grievance and must be presented to his principal within five (5) regularly scheduled working days after the answer at Step One. The principal shall give a written answer to the aggrieved within five (5) regularly scheduled working days after the receipt of the written grievance. If the answer is mutually satisfactory, the teacher or his Association representative shall so indicate it in writing within two (2) regularly scheduled working days, giving one (1) copy of the settled grievance to the teacher's principal.

Step Three. If the grievance is not settled in Step Two and the teacher desires to appeal it to Step Three, such teacher and/or the Association representative must present the grievance to the superintendent of schools within five (5) regularly scheduled working days after the principal gave the teacher the written Step Two answer. The superintendent of schools shall give the teacher and/or the Association representative a written, dated, and signed Step Three answer within five (5) regularly scheduled working days after he receives the grievance at this step.

Step Four. In the event the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or if no decision has been rendered within five (5) regularly scheduled working 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) regularly scheduled working 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 Chairpersons shall meet for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in ten (10) regularly scheduled working days.

Step Five. In the event the grievance is not resolved satisfactorily at Step 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 the 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) regularly scheduled working days after such written notice of submission to arbitration, the Board Com-

mittee and the PR & R Committee shall agree upon a mutually acceptable arbitrator and shall obtain 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 the 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) regularly scheduled working 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 organ-

ization 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 Step 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.
6. Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Association or grievant and shall not be resubmitted. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Association and the Board.

7. If the PR & R Committee decides that no legitimate grievance exists, the teacher may continue to process his claim without Association support.

8. All grievance meetings held under the provisions of this Article shall be held at such times as may be mutually agreed by the Association or grievant and the Board or its authorized representative.

ARTICLE XII

PROFESSIONAL STUDY COMMITTEES

- A. The Board and the Association recognize that the school instructional program and related matters need continuing study and improvements.
- B. 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.
- C. 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 textbooks 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.
- D. 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.
- E. 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 chairperson. The first meeting of this Profes-

sional 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 assistance when necessary.

ARTICLE XIII

TEACHER EVALUATION

- A. Tenure evaluations shall continue in accordance with past practice to follow the procedural policy of the Spring Lake Public Schools' tenure policy.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The public address 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 obligations, 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 no less than 30 continuous minutes. If there is an exception to this policy in grades 7-12, it will be worked out between the teacher, department head, and principal.
3. Elementary teachers will be provided two fifteen-minute relief periods each day. Unless circumstances make their presence necessary, elementary teachers may use for preparations all time during which their classes are receiving instruction from various teaching specialists.

B. Assignments

1. The Modular Flexible Program. The teacher shall have the prerogative of setting up the type of course schedule that best suits the program needed in his field. This program must be worked out between each teacher, department head, and principal within the scope of Article II. If the department head is an administrator, a senior member of the department may be included in the planning. Teacher preparations should not exceed four during any given marking period unless the

teacher, department head, and principal mutually agree to exceed this limit.

If the secondary schools revert back to a traditional scheduling program, the following conditions shall apply:

- a. 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.
 - b. Secondary teachers shall not have more than three consecutive class periods and a study hall except with the teacher's consent.
 - c. 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.
2. 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.
 3. 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 be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be notified in each instance.
 4. 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.
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 Appendix "B".

D. Pupil-Teacher Ratio

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. Unassigned Periods

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

F. Rights

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. Conditions of Employment

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 and shall not on the grounds of race, color, creed, sex, or national origin exclude any student from participation in or deny him benefits of any program nor grant any discriminatory consideration or advantage.

H. Teacher Records/Parent-Teacher Conferences

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. This record day may be divided into two half-day sessions with the agreement of the Association. Elementary school will be in session half-days for one full 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 children.

I. Specialist Teachers

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.

J. Department Heads

In the senior high school, department heads will be elected by the members of the department for a period of one year, commencing at the beginning of the second semester and continuing until the end of the first semester of the following year. The department heads will meet within ten days after the start of the second semester. Thereafter, the principal shall schedule meetings with the department heads monthly and at such other times as he or a majority of the department heads deem necessary.

ARTICLE XV

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended by Public Act 27, 1969, the Board agrees to furnish to all teachers the following insurance protection:

1. The Board shall provide without cost to the teacher complete health care protection for a full 12-month period for the employee's entire family through the MEA Super Med program.
2. Employees not wishing health care protection may apply the equivalent of an individual's Super Med Premium toward the Variable Option package through MESSA.
3. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the insurance year (through September).
4. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing October 1 and ending September 30 when necessary premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be deductible. If an employee terminates his employment for reasons other than illness or pregnancy prior to June, his subsidy shall terminate on the first of the month following.
5. The Board shall provide without cost to the teachers, 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 Appendix "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 Appendix "B", which also is made a part of this Agreement.
- C. It is the Board's opinion that Appendices "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 Appendix "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 eleven years on the salary index. 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 Appendix "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.
- I. Any full-time teacher employed by the Board for more than one hundred twenty-five (125) school days and who is granted leave under provisions of Article VII shall be advanced to the next succeeding step on the Teachers' Salary Schedule.

J. Advancement on salary schedule:

AB+15-- Teachers will be advanced on the salary schedule when they have earned fifteen (15) or more semester hours of credit. This adjustment will be made on a pro-rated basis when the fifteen (15) semester hours have been earned. Those teachers currently on the AB+15 salary schedule will be continued on that salary schedule. After June 30, 1973, any new person placed on the AB+15 schedule must have fifteen (15) graduate hours of credit. When these credits are earned, teachers will be reimbursed on a pro-rated basis.

MA -- Teachers will be advanced on the salary schedule when they have earned a master's degree.

MA+15- Teachers will be advanced on the salary schedule when when they have earned fifteen (15) graduate semester hours beyond the master's degree. These hours should be in a planned program leading toward an additional master's degree or specialist's degree or other courses that have previously been approved by the superintendent.

K. A teacher not reporting for work shall have his salary reduced by the fraction (1/number of teacher days) for each day's absence, providing the absence is not permitted under the terms of this agreement.

ARTICLE XVII

CONFERENCE ATTENDANCE

The Board of Education shall encourage teachers to participate actively in local, state, and national professional organizations. Requests for permission to attend professional meetings and conferences shall be submitted to the building principal first, then to the superintendent of schools. Such requests should contain an estimate, as far as is possible, of the expenses to be incurred, and a statement of the expected benefit to the individual or the school system by such attendance. Teachers attending educational conferences shall be responsible for making reports to the whole staff, members of his department, or other groups, as the principal or superintendent may require. Before conference expenses are allowed by the Board, approval from the superintendent on the Spring Lake Public Schools' Conference Request Form must be granted.

ARTICLE XVIII

REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize the possibility that the financial condition of the Spring Lake Schools at a given time could necessitate a curtailment of program on the part of the Board, including a reduction of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board. In the event of a financial cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs will be utilized by the Board or its designated representative:
1. Probationary teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certified, tenure teachers to replace and perform all of the duties of the laid-off teachers.
 2. If it becomes necessary to reduce positions occupied by tenured personnel, they will be laid off in order of the least years of service within these positions.
 3. If a tenured teacher whose position has been eliminated is qualified for any position which remains, he shall be transferred to that position providing he has more years of experience and an equal or greater degree of capability than the teacher occupying that position.
 4. If personnel holding the same certification, qualifications, and years of service must be reduced, the order or priority shall be to the teacher who is considered by the Board to be the most capable to fill such a position.
 5. Definitions:
 - a. Certification: Possessing a provisional or permanent certificate appropriate to the teaching level.
 - b. Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.
 - c. Service: Such service not interrupted by a break in service except by an approved leave of absence and transferred credited years allowed from another district.

- d. Capable: Ability to fill a position based on attitude, professional background and attainments, past performance, employment and personnel records, attendance, and evaluations.

- B. If, after a staff reduction, teaching positions become vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such position in the reverse order in which they were laid off. In the event that two or more teachers possess the same certification, qualifications, and years of service, the order of priority shall be to the teacher who is considered by the Board to be the most capable to fill such a position.

- C. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

- D. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this provision. It is intended that this provision takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this provision.

- E. In the event it becomes necessary for the Board to effect a reduction in personnel, the Board agrees to notify all teachers affected at least sixty (60) days before the close of school.

ARTICLE XIX

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. All funds will be paid to one company named by the Spring Lake Education Association. Any new employee who is already under contract will also have his or her funds paid to the said named company who, in turn, will pay the company who has the teacher's contract.

B. Professional Development and Education Improvement

Teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes.

In order to encourage additional training and professional growth of the members of the professional staff, the Board will pay up to \$205 for any one teacher for any one year for the actual cost of tuition, texts, and course supplies. The Board will not reimburse the cost of transportation, room, or board, nor will it reimburse that portion of course costs covered under fellowship grants, scholarship grants, and other reimbursed programs.

In order to qualify the following conditions must be met:

1. The appropriate degree and certificate for the teaching assignment have already been earned.
2. An application for course approval and evidence of earned credit is filed in accordance with regulations established by the superintendent of schools.
3. The staff member is actually employed in the school system at the time the course or activity is completed.

Payment for earned credits will be made as follows:

1. Credit earned during the first semester of the school year will be reimbursed in February of that school year.
2. Credit earned during the second semester will be reimbursed in June.
3. Credit earned during the summer will be reimbursed in September.

The Board at its discretion may allot all or part of the \$205 educational benefit to teachers holding a continuing certificate for non-academic, non-credit activities which are judged to be professionally or educationally enriching. A teacher seeking to gain approval for such an activity must submit to the superintendent in writing a detailed explanation of the activity and its anticipated value. Reimbursement for an approved activity will be subject to the conditions outlined above and proof that the activity has been satisfactorily completed. Any materials resulting from such an activity would become the property of the media center.

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. Tuberculosis Examination

It is the teacher's obligation to show evidence of freedom from communicable tuberculosis annually, and shall file with the superintendent's office such evidence within 14 days after the first day of regular school session of each school year, and shall be available for examination by Public Health Department personnel.

E. Probationary Contracts

Probationary contracts will be issued according to Article II of the State Tenure Act.

Probation: Any teacher whose work is definitely below standard in the judgment of his immediate supervisor and the superintendent of schools, but shows promise of meeting Spring Lake's standards with another year's trial, may be placed on probation for a third year, during which his salary step placement shall be the same as in the previous year. If the teacher is granted tenure after the third year of probation, his placement on the salary schedule will be the same as if he had been granted tenure after the second year of probation, and he will be reimbursed the difference of what his salary should have been if he had been granted tenure.

None of the probation conditions stated imply in any way that the Board may not terminate the services of unfit probationary teachers.

F. Resignation of Teacher

It is expected that when a contract is issued by the Board and accepted by the employee that it is the responsibility of both parties to honor such contract.

If any employee fails to complete his contract with the Board, the following procedures will be followed:

1. The action will be entered on the record.
2. Any request for a recommendation will show that the employee did not fulfill his contractual obligation.

3. Tenure teachers will lose their tenure right under Article V, Section 1, of the Tenure Act.

The superintendent of schools may recommend to the Board that the resignation be accepted due to extenuating circumstances.

G. Retirement

A teacher who reaches his sixty-fifth (65th) birthday on or before July 1 of any school year shall be retired on that date. The Board may extend the length of service of a teacher beyond the retirement age on an annual basis if they feel such action is advisable.

H. School Counselors

If the Board requires a counselor's length of employment to precede or extend beyond the regular teacher's contract year, the counselor will be compensated for each additional day at the rate of the fraction (1/number of teacher days) of his annual salary.

Counselors shall not be assigned more than one regular classroom teaching assignment unless they are employed as counselors on a part-time basis. Neither shall counselors be assigned attendance functions, discipline responsibilities, administrative and clerical duties (including the laying out of the master schedule), or study hall or lunch room supervisory responsibilities as part of their normal duties.

The Board further recognizes that counselors shall have the flexibility to arrange their schedules to permit their taking part in activities outside the school building which are in the interest of the student. These activities shall include, but not necessarily be limited to, liaison activities with community and social agencies as part of the referral process, vocational/educational guidance workshops, parental contact, and job and educational placement activities. This shall be done with the approval of the director of guidance.

I. Use of Substitutes

When a teacher is ill for a full day or attending a conference approved by the superintendent, the Board will hire a qualified substitute teacher or teacher aide to teach his classes, unless the number of classes is such that an administrator could cover them. Teachers would not be asked to substitute except in cases of emergency. When an aide has the sole responsibility for teaching a classroom, he must be qualified by teacher certification and will be paid the rate of a substitute teacher.

J. Use of Teacher Aides

The Association and Board realize that there is an emerging role of para-professionals in the teaching profession. The Association and the Board will work cooperatively toward the development of meaningful guidelines for their effective utilization.

K. School Calendar (See Appendix "C")

L. Economic Agreement School Year 1974-75 and 1975-76

WHEREAS the teaching staff is desirous of performing at a high rate of excellence in both time and effort on behalf of the students of our school district, and

WHEREAS the Board is agreeable and desirous to maintain its high standard of salary scale and insurance coverage as indicated by the total cost comparisons with other districts.

NOW THEREFORE we, the Spring Lake Education Association and the Board of Education, hereby agree to the following economic compensations for a new two-year contract covering the school years 1974-75 and 1975-76.

Base Salary

1. The base for 1974-75 will be \$9,000.00 (See Appendix "A-1")
2. The base for 1975-76 will be determined at a later date. Negotiations between representatives of the Board and the Association for this purpose will commence no later than May 1, 1975.

ARTICLE XX

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.

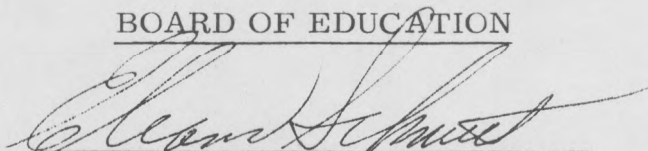
ARTICLE XXI

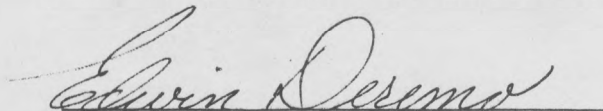
DURATION OF AGREEMENT

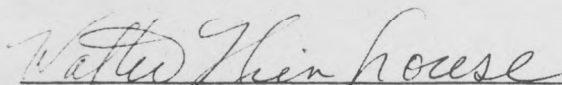
This Agreement shall be effective as of the 1st day of July, 1974, and shall continue until the 30th day of June, 1976.

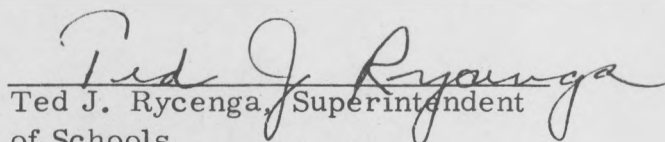
Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

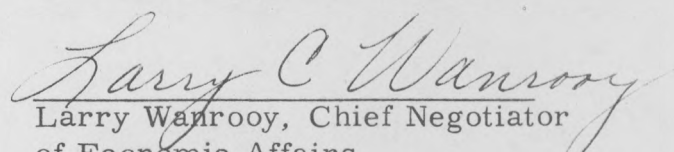

Eleanor Schmitt, Vice-President

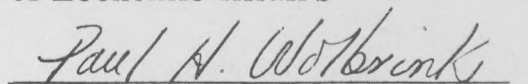

Edwin Deremo, Secretary

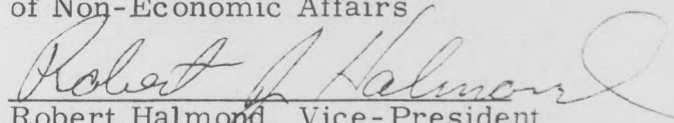

Walter Nienhouse, Trustee


Ted J. Rycenga, Superintendent
of Schools

EDUCATION ASSOCIATION


Larry Wanrooy, Chief Negotiator
of Economic Affairs


Paul Wolbrink, Chief Negotiator
of Non-Economic Affairs


Robert Halmond, Vice-President

APPENDIX A-1

SALARY SCHEDULE - 1974-1975

<u>INDEX</u>	<u>STEP</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+</u>
1.00	1	9000	9200	9400	9600
1.05	2	9450	9650	9850	10050
1.10	3	9900	10100	10300	10500
1.15	4	10350	10550	10950	11150
1.20	5	10800	11000	11400	11600
1.25	6	11250	11450	12050	12250
1.30	7	11700	11900	12500	12700
1.36	8	12240	12440	13040	13240
1.42	9	12780	12980	13680	13880
1.48	10	13320	13520	14220	14420
1.54	11	13860	14060	14810	15010
1.60	12	14400	14600	15400	15600

(The 1975-76 salary schedule will be negotiated between representatives of the Board and the Association. As provided for in Article XIX, Section L, such deliberations will begin not later than May 1, 1975.)

APPENDIX B

EXTRA PAY FOR EXTRA DUTIES

The Board shall grant extra pay to those who are selected by the Board to perform the following extra assignments. Compensation shall be based on either a fixed amount or the percentage relationship to the current basic salary. This supplementary salary shall be paid upon the successful completion of the activity. These assignments are one year non-tenure appointments.

ATHLETICS (Boys)

Football	Head Varsity	15%
	Assistant Varsity (2)	9%
	Head Junior Varsity	8.5%
	Assistant Junior Varsity	8%
	Head 9th Grade	7%
	Assistant 9th Grade	6%
	Head Junior High	5.5%
	Assistant Junior High	5%
Basketball	Head Varsity	15%
	Junior Varsity	9%
	Freshmen	7%
	8th Grade	5.5%
	7th Grade	5%
Swimming	Head Varsity	12%
Golf	Head Varsity	9%
Wrestling	Head Varsity	12%
	Assistant Varsity	7%
Track	Head Varsity	9%
	Assistant Varsity	5%
	Junior High	5%
Cross Country	Head Varsity	9%
Baseball	Head Varsity	9%
	Junior Varsity	5%
Tennis	Head Varsity	9%

ATHLETICS (Girls)

Basketball	Head Varsity	9%
	Junior High	5%
Gymnastics	Head Varsity	11%
	Assistant Varsity	5%
Track	Head Varsity	9%
	Head Junior High	5%
Tennis	Head Varsity	6%
Softball	Head Varsity	6%
Swimming	Head Varsity	9%

MUSIC PROGRAM

High School Band	6%
Marching Band (2)	2.5%
Band Camp (2)	2.5%
All School Musical Director (2)	2.5%
Teaching Instrumental Music (2)	12%
Junior High Band	6%
Elementary Choral	4%
Junior-Senior Choral	6%

ACTIVITIES

All School Musical Director	3%
Cheerleader Advisor (Varsity, JV)	6%
Cheerleader Advisor (9th, Jr. High)	3%
Debate Coach	3%
Junior Class Play Director	3%
Lakerettes Advisor	3%
Senior Class Play Director	3%
Yearbook Advisor	3%

DRIVER'S TRAINING

1st. - 4th Years	1/1225
5th Year & over	1/1175

DEPARTMENT CHAIRPERSONS

<u>No. of Teachers</u>	<u>Department</u>	
2 - 3	Business Education Fine Arts Home Economics Vocal Music Instrumental Music Language	\$150
4 - 6	Industrial Arts Mathematics Physical Education Science Special Education Driver Education	\$250
7 - up	English Social Studies	\$350

APPENDIX C

1974 - 1975 SCHOOL CALENDAR
SPRING LAKE PUBLIC SCHOOLS

SEPTEMBER

1 (2) (3) (4) 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21 20
22 23 24 25 26 27 28
29 30

OCTOBER

1 2 3 4 5
6 7 8 9 10 11 12
13 (14) 15 16 17 18 19 23
20 21 22 23 24 25 26
27 28 29 30 31

NOVEMBER

1 2
3 4 5 6 7 (8) 9
10 (11) 12 13 14 15 16 19
17 18 19 20 21 22 23
24 25 26 27 (28) (29) 30

DECEMBER

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21 15
22 (23 24 25 26 27 28)
29 (30 31)

JANUARY

(1) (2) (3) 4
5 6 7 8 9 10 11
12 13 14 15 16 (17) 18 19
19 (20) 21 22 23 24 25
26 27 28 29 30 31

FEBRUARY

1
2 3 4 5 6 7 8
9 10 11 12 13 14 15 20
16 (17) 18 19 20 21 22
23 24 25 26 27 28

MARCH

1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22 20
23 24 25 26 27 28 29
30 (31)

APRIL

(1) (2) (3) (4) 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19 18
20 21 22 23 24 25 26
27 28 29 30

MAY

1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17 21
18 19 20 21 22 23 24
25 (26) 27 28 29 30 31

JUNE

(1) 2 3 4 5 (6) 7
(8) 9 10 11 12 13 14
15 16 17 18 19 20 21 5
22 23 24 25 26 27 28
29 30

Students - 180 Days—Faculty - 181 Days

New Teacher Orientation	Aug. 28-29	End of First Semester	Jan. 17
Labor Day	Sept. 2	Records Day	Jan. 20
Students (p. m.)	Sept. 3	In-Service (p. m.)	Feb. 17
Students (a. m.)	Sept. 4	End of 3rd. 9 weeks	Mar. 28
In-Service (p. m.)	Oct. 14	Spring Vacation	Mar. 29-Apr. 6
End of 1st. 9 weeks	Nov. 8	Memorial Day	May 26
In-Service (p. m.)	Nov. 11	Baccalaureate	June 1
Thanksgiving Vacation	Nov. 28-Dec. 1	Last day of School	June 6
Christmas Vacation	Dec. 21-Jan. 5	Commencement	June 8

APPENDIX D

CODE OF ETHICS OF THE EDUCATION PROFESSION

(Approved by the Representative Assembly of the National Education Association July 5, 1968, and amended July 3, 1970, and also approved by the Michigan Education Association.)

Preamble

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them in accordance with the provisions of this code.

A. Principle I - Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator--

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.

5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

B. Principle II - Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator--

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

C. Principle III - Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator--

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organization, nor interfere with free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional associate.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

D. Principle IV - Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices,
the educator--

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose for which it is intended.