

*For Review*  
OFFICE OF PROFESSIONAL NEGOTIATION  
Michigan Education Association  
*No change*

*No grievance*  
*Limited* ✓

*67-68*  
*Cedar Springs* (9)

# Master Contract Agreement

*CEDAR SPRINGS Bd of Educ.*

BETWEEN

BOARD OF EDUCATION  
CEDAR SPRINGS PUBLIC SCHOOLS

*M.E.A.*  
*1216 KENDALE*

AND

*E. LANS. MI.*  
*48824* CEDAR SPRINGS EDUCATION ASSOCIATION

*#2 - No GRIEVANCE PROCEDURE*  
*#4 - No - NOT EVEN PAYROLL DEDUCTION.*  
*#5 - No*  
1967-1968

CEDAR SPRINGS PUBLIC SCHOOLS  
CEDAR SPRINGS, MICHIGAN

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of August, 1967, by and between the Board of Education of Cedar Springs Public Schools, Kent and Newaygo Counties, Michigan, hereinafter called the "Board", and the Cedar Springs Education Association, hereinafter called the "Association".

### ARTICLE I.

#### GENERAL

1. This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order (a) to fix for its term the salaries and other conditions of employment provided herein, (b) to encourage and abet effective and harmonious working relationships between the Board and the Association in order that the cause of public education may be best served in the school district.

2. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this agreement as commitments which they will co-operatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

3. Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with teachers or their representatives, or any other persons, individually or by group, for whatever purpose the Board may deem desirable in the discharge of its responsibilities. Nothing contained herein shall be

construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association. Members may consult MEA bulletins regarding grievance negotiation.

4. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative; professional or lay, whether or not a member. Each party will provide to the other, upon written request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority so to act.

5. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.

## ARTICLE II.

### TEACHER, BOARD AND ADMINISTRATION RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board or his insti-

tution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

2. The Board on its own behalf and on behalf of the electors of the district, 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 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;

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

(b) To construct, acquire and maintain school buildings and equipment.

(c) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such employees and to establish and revise rules pertaining to the conduct of employees.

(d) To establish educational policy, 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.

(e) 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.

(f) To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and

non-teaching activities, and 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 the 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. Good order and discipline are necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his classes. The Board recognizes, however, that through its administrative staff it must support its teachers in taking all reasonable actions to maintain proper classroom order, and agrees to do so.

### ARTICLE III.

#### RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certified classroom professional employees (hereinafter generally called "Teachers"), below the ranks of superintendent and principal, under contract with the Board and to the extent required by Act 379.

### ARTICLE IV.

#### PROTECTION OF TEACHERS

Nothing contained herein shall be construed to deny or restrict any teacher in the exercise of any rights the teacher may have under the Michigan General School Laws or applicable laws and

*regulations of the State of Michigan.*

ARTICLE V.

NEGOTIATIONS

*The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.*

*Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.*

ARTICLE VI.

PROFESSIONAL COMPENSATION

*(a) The schedule for the school year beginning July 1, 1967, shall be as set forth in Appendix A, which is attached to and expressly made a part of this Agreement.*

*(b) The Board reserves the right in special cases, with the written approval of the Association which shall not be unreasonably withheld, to pay increments to teachers in order to employ in the district teachers to fill special needs who would not otherwise be available.*

*(c) The attached salary schedule set forth in Appendix*

A has been determined after full consideration by the parties of competitive factors as to other schools, business and industry.

The schedule reflects changes in the conditions of the community, state and nation, and has been set to encourage professional growth through recognition of improved ability. The schedule provides a career opportunity for quality educators and reflects the high esteem in which the citizenry of Cedar Springs holds their schools. The schedule is based upon preparation, teaching experiences and professional growth and provides a starting salary high enough to attract the most desirable candidates to a teaching career in Cedar Springs. The schedule provides increasingly larger increments to encourage continued services and is sufficient to provide a career opportunity for quality educators. The schedule provides no discrimination as to grade or subject taught, residence, race, creed, sex, marital status or number of dependents.

#### ARTICLE VII.

##### SCHOOL YEAR

The school year for 1967-1968 shall be from September 5, 1967, to June 7, 1968, inclusive. It is further agreed that all teachers shall arrive at school by 8:00 o'clock, a.m., and shall remain until 3:50 p.m.

#### ARTICLE VIII.

##### TEACHING CONDITIONS

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 of any teacher. 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 to all pupils.

ARTICLE IX.

RETIREMENT

A teacher who shall have reached the age of sixty five (65) years or older shall be required to retire and shall teach thereafter only after being given written permission to do so by the Board of Education, which permission may be granted or denied at the discretion of the Board of Education.

ARTICLE X.

LEAVE PAY

All teachers unable to teach because of sickness or accident shall be granted twelve (12) days of sick leave per year with the unused portion being accumulative. On or before September 15, 1967, each teacher may contribute not more than two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals as determined by the Association from the common bank, provided that there are sufficient days available in the bank.

ARTICLE XI.

CONTRACTS

It is agreed that the provisions of individual employment contracts shall be limited only by the specific and express terms hereof are in conformance with the constitution and the laws of the State of Michigan and the constitution and the laws of the United States.

ARTICLE XII.

PUPIL-TEACHER RATIOS

Both the Association and the Board recognize that the

pupil-teacher ratio is an important aspect of an effective educational program. Because the first grade is such a vital time in a child's education, and because the results of this learning period affects every teacher thereafter, it has been recommended by the Association that the number of students in each first grade section be no larger than twenty eight (28) students. It has also been recommended by the Association that a decrease in the kindergarten class load be made in order that a high quality of education is insured. The Board recognizes and agrees in principle with these recommendations and agrees to work towards establishing class loads accordingly.

#### ARTICLE XIII.

##### NO INTERRUPTION OF EDUCATION

The Board, Association and each teacher recognizes the primary responsibility is to the children of the district and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will not be allowed to effect in any way the normal education afforded the children of the Cedar Springs School District.

#### ARTICLE XIV.

##### DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 1967, and shall continue in full force and effect until the 1st day of July 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have hereunto set  
their hands as of the day and year first above written.

BORAR  
BOARD OF EDUCATION  
CEDAR SPRINGS PUBLIC SCHOOLS  
KENT AND NEWAYGO COUNTIES,  
MICHIGAN

BY \_\_\_\_\_  
*Its President*

AND BY \_\_\_\_\_  
*Its Secretary*

CEDAR SPRINGS EDUCATION ASSOCIATION

BY \_\_\_\_\_  
*Its President*

AND BY \_\_\_\_\_  
*Its Secretary*

APPENDIX A

1967-68 SALARY SCHEDULE  
CEDAR SPRINGS PUBLIC SCHOOLS

<u>Year</u>	<u>BA</u>	<u>MA</u>	
1	6000	6480	
2	6270	6770	
3	6550	7070	Special Certificate teachers
4	6820	7370	with a degree will be at the
5	7230	7810	appropriate step less 150.00.
6	7530	8140	
7	7840	8470	
8	8140	8790	
9	8480	9160	
10	8810	9520	
11	9150	9880	
15	9450	10,210	

NON DEGREE TEACHERS      1967-68

Non-Degree teacher salaries will begin at \$5,500. Increments are to be \$200.00 per year for five years. The maximum raise for a non-degree teacher, who taught in the Cedar Springs Schools in 1968-67, shall be no more than \$1,000.

In the event any teacher teaches over his assigned and normal teaching load on any school day, he shall receive not less than Three (\$3.00) Dollars per hour.

Step position on the salary schedule shall be determined as of September 5, 1967. Position on the schedule for teachers hired during the school year and after September 5, 1967, shall be determined as of the hire date.

Credit for degree experience outside the Cedar Springs School system shall be evaluated by the Board and full credit for five (5) years of experience shall be allowed whenever the prior

service of the teacher is deemed satisfactory, but no credit shall be given for a fractional part of a year.

All teachers are guaranteed a duty-free, uninterrupted lunch period. It is agreed that all teachers hired for additional duties at the lunch period will be paid not less than Three (\$3.00) Dollars per hour.

The Board shall pay Nine and 30/100 (\$9.30) Dollars per month for a twelve (12) month period for and on behalf of each teacher for the MEA basic comprehensive hospitalization medical and surgical protection; or, at the election of individual teachers, a similar amount shall be paid for group term life insurance for any teacher so electing.

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SCHEDULE OF PAY FOR COACHING

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Athletic Director	10%	11%	12%
<u>Football, Basketball and Wrestling</u>			
Head	10%	11%	12%
Assist. & J.V.	6%	7%	8%
Frosh	5%	6%	7%
Jr. High	3%	4%	5%
<u>Baseball, Tennis and Track</u>			
Head	6%	7%	8%
Assist. & J.V.	4%	5%	6%
<u>Cross Country, Golf and Girls' Basketball</u>			
Head	5%	6%	7%
Assist. & J.V.	3%	4%	5%

1. All percentages figured on salary base.
2. Head Coaches shall be heard in the assignment of assistants.
3. Coaches hiring in may be allowed credit for previous experience as are regular teachers, as far as steps in schedule are concerned.

EXTRA DUTY PAY

<i>Substitute Teaching</i>	<i>\$20.00 per day</i>
<i>Driver Education</i>	<i>\$25.00 per student</i>
<i>Annual Year Book</i>	<i>\$400.00</i>
<i>Senior Class Advisor</i>	<i>\$50.00 (for two advisors)</i>
<i>Junior Class Advisor</i>	<i>\$50.00 (for two advisors)</i>
<i>Sophomore Class Advisor</i>	<i>\$25.00 (for two advisors)</i>
<i>Freshman Class Advisor</i>	<i>\$25.00 (for two advisors)</i>
<i>Future Teachers Advisor</i>	<i>\$100.00 - \$50.00 for Assistant</i>
<i>Senior Play Director</i>	<i>\$50.00</i>
<i>Junior Play Director</i>	<i>\$50.00</i>
<i>Book Store Manager</i>	<i>\$400.00</i>
<i>Band Director</i>	<i>Same as Athletic Director</i>
<i>F.H.A. Advisor</i>	<i>\$200.00</i>
<i>Director of Driver Education</i>	<i>\$150.00</i>