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*Cedar Springs*

MASTER CONTRACT AGREEMENT

BETWEEN

BOARD OF EDUCATION  
CEDAR SPRINGS PUBLIC SCHOOLS

AND

CEDAR SPRINGS EDUCATION ASSOCIATION  
M.E.A. - N.E.A.

1968-1969

CEDAR SPRINGS PUBLIC SCHOOLS  
CEDAR SPRINGS, MICHIGAN

*M.e.a.*  
*1216 Kewdale*  
*E. Lansing, Mi;*  
*48823*

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AGREEMENT

This agreement is made and entered into as of the \_\_\_\_\_ day of July 1968, 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

RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 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.

B. This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order (1.) to fix for its term the salaries and other conditions of employment provided herein, (2.) 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.

C. 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 cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform under governing law.

D. 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.

E. 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.

F. 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.

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher 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 color 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 institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. 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.

C. 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.

ARTICLE III.

RIGHTS OF THE BOARD

A. 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;

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

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

(3) 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.

(4) 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.

ARTICLE IV.

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears in the judgement of the classroom teacher and building principal that a particular pupil requires the attention of special counsellors,

social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.

C. Any case of assault upon a teacher, or malicious damaging or destruction of personal or school property, shall be promptly reported to the building principal, the superintendent and the Board. The Board will provide such assistance, it deems necessary in connection with the handling of the incident by law enforcement and judicial authorities.

D. No action toward a teacher shall be taken upon any complaint by a parent of a student directed toward a teacher, nor any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. ~~If any question of breach of professional ethics is involved, the Association shall be notified.~~

ARTICLE V.

NEGOTIATIONS

A. 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.

B. 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.

SCHOOL YEAR

A. The school year for 1968-1969 shall be from September 3, 1968, to June 6, 1969, inclusive. It is further agreed that all teachers shall arrive at school by 8:00 o'clock A.M., and shall be in their respective rooms at 8:15 A.M. and . . . shall remain until 3:50 P.M.



ARTICLE VII.

TEACHING CONDITIONS

A. All teachers are guaranteed a duty-free, uninterrupted lunch period, of no less than forty (40) minutes. 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.

B. 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.

ARTICLE VIII.

RETIREMENT

A. A teacher who shall have reached the age of sixty five (65) by September first 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 IX.

LEAVE PAY

A. 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, of each school year, 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 X.

CONTRACTS

A. It is Agreed that each teacher shall be given an individual employment contract which 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 XI.

INSURANCE PROTECTION

A. 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; further, the Board will pay an additional Nine and 30/100 (\$9.30) Dollars per month for MEA hospitalization to the head of a household.

ARTICLE XII.

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or group of teachers, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he shall, within five<sup>School</sup> (5) days of the occurrence of the grievance, first discuss the alleged grievance with his building principal.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on <sup>a</sup> ~~the~~ form ~~set forth in annexed Appendix C~~, signed by the grievant, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

D. Within three (3) school days of the receipt of the grievance, the principal shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy therefore to the Association.

E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting ( or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the grievant on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting ( or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. At this time the grievant if so desires may solicit representation from the Association to further process the grievance. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter.

A copy of such disposition shall be furnished to the grievant and the Association.

G. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, if the grievant so desires, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of teachers shall be the sole responsibility of the Association.

K. If at any time after an individual has filed a grievance he desires to drop the grievance, he may do so by written notice to the Association, the Board, the Superintendent, and the building principal, with no further action by the Association.

#### ARTICLE XIII

##### PROFESSIONAL COMPENSATION

A. The schedule for the school year beginning July 1, 1968 shall be as set forth in Appendix B, 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 B has has been determined after full consideration by the parties of competitive factors as to other schools, business and industry.

D. 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 educations. The schedule provides no discrimination as to grade or subject taught, residence, race, creed, sex, marital status or number of dependents.

#### ARTICLE XIV

##### NO INTERRUPTION OF EDUCATION

A. 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 XV

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 1968, and shall continue in full force and effect until the 1st day of July, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

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

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

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

CEDAR SPRINGS EDUCATION ASSOCIATION  
M.E.A. - N.E.A.

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

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

## APPENDIX A

## SCHOOL CALENDAR 1968-69

Monday, September 2	Labor Day
Tuesday, September 3 (A.M.)	Pre-Opening Conferences No Classes
Tuesday, September 3 (P.M.)	Classes Begin
Monday, October 14	Teachers' Institute No Classes
Tuesday, October 15	Teachers' Institute No Classes
Thursday, November 28	Thanksgiving No Classes
Friday, November 29	Thanksgiving Recess No Classes
Monday, December 2	Classes Resume
Friday, December 20	Christmas Recess Begins (2:30 P.M.)
Wednesday, January 1	New Year's Day
Monday, January 6	Classes Resume
Wednesday, April 2	Easter Recess Begins (2:30 P.M.)
Friday, April 4	Good Friday
Tuesday, April 8	Classes Resume
Friday, May 30	Memorial Day No Classes
Friday, June 6	School Year Ends (12:00 N.)

APPENDIX B

SALARY SCHEDULE 1968-1969

Base \$6,500.

YEAR	AB	MA
1	6,500.	7,020.
2	6,790.	7,340.
3	7,090.	7,650.
4	7,380.	7,970.
5	7,700.	8,320.
6	8,030.	8,670.
7	8,350.	9,020.
8	8,680.	9,370.
9	9,040.	9,760.
10	9,390.	10,140.
11	9,750. <i>ave 325</i>	10,530. <i>ave 351</i>
15	10,080.	10,880.
20	10,400.	11,230.

*9,080  
10,080  
9,750  
330*

*1.62*

Special Certificate teachers, with a degree, will be at the appropriate step, less \$150.00.

Non-degree teacher salaries will begin at \$6,000. Increments are to be \$200.00 per year for a maximum of five years.

Step position on the salary schedule shall be determined as of September 3, 1968. Position on the schedule for teachers hired during the school year and after September 3, 1968, 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.



## APPENDIX B-1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

<u>Title of Position</u>	<u>Amount</u>
Substitute Teaching	\$22.00 per day
Driver Education	\$25.00 per student
Annual Yearbook Sponsor	8% of base
Senior Class Advisors	\$50.00 each
Junior Class Advisors	\$50.00 each
Sophomore Class Advisors	\$25.00 each
Freshman Class Advisors	\$25.00 each
Future Teachers Advisors	\$100.00-\$50.00 for Assistant
Senior Play Director	\$50.00
Junior Play Director	\$50.00
Band Director	Same as Athletic Director
F.H.A. Advisor	\$200.00
Director of Driver Education	\$150.00
Cheerleader Advisors	\$100.00 each
Forensics Program Advisor	\$100.00

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

PAY FOR COACHING

<u>Position</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Athletic Director	10%	11%	12%	13%
Football, Basketball & Wrestling				
Head	10%	11%	12%	13%
Assistant & J.V.	6%	7%	8%	9%
Freshman	5%	6%	7%	8%
Jr. High	3%	4%	5%	6%
Baseball, Tennis & Track				
Head	6%	7%	8%	9%
Assistant & J.V.	4%	5%	6%	7%
Cross Country, Golf & Girl's Basketball				
Head	5%	6%	7%	8%
Assistant & J.V.	3%	4%	5%	6%

1. All percentages figured on salary base (\$6,500.)
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.