

7-1-70

ME A *Cedar Springs*
AREA OFFICE
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Grand Rapids, Mich. 49508

1969-70

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MASTER CONTRACT AGREEMENT

BETWEEN

BOARD OF EDUCATION
CEDAR SPRINGS PUBLIC SCHOOLS

AND

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

1969-1970

CEDAR SPRINGS PUBLIC SCHOOLS
CEDAR SPRINGS, MICHIGAN

Cedar Springs Public Schools

RECEIVED (2)

JUN 13 1969

OFFICE OF
PROFESSIONAL NEGOTIATIONS

ME A
1216 Hendah
East Lansing, Mich.

* Note Corrections

AGREEMENT

1. This agreement is made and entered into as of the _____
2. day of June 1969, by and between the Board of Education of
3. Cedar Springs Public Schools, Kent and Newaygo Counties,
4. Michigan hereinafter called the Board, and the Cedar Springs
5. Education Association hereinafter called the "Association".

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ARTICLE I.

RECOGNITION

1. A. The Board recognizes the Association as the exclusive
2. bargaining representative, as defined in Section 11 of Act 379 of
3. the Michigan Public Acts of 1965, for all certified professional
4. employees (hereinafter generally called "Teachers"), below the
5. ranks of superintendent and principal and other designated
6. administrative personnel under contract with the Board.

7. B. This Agreement is negotiated under Act 379 of the Michigan
8. Public Acts of 1965, in order (1) to fix for its term the salaries
9. and other conditions of employment provided herein, (2) to en-
10. courage and abet effective and harmonious working relationships
11. between the Board and the Association in order that the cause
12. of public education may be best served in the school district.

13. C. This Agreement shall constitute the complete and only
14. statement of contractual relationship between the Board and the
15. Association. The Board and the Association accept the provisions
16. of this agreement as commitments which they will cooperatively
17. and in good faith honor, support and seek to fulfill, subject to
18. the ability of the respective parties to perform under governing
19. law.

20. D. Subject to the provisions of Public Act 379, as the
21. same may be amended, the Board agrees not to negotiate with any
22. teachers' organization other than the Association for the duration
23. of this Agreement. Except for such negotiations under Public
24. Act 379, however, the Board shall be free to communicate with
25. teachers or their representatives, or any other persons, indi-
26. vidualy or by group, for whatever purpose the Board may deem
27. desirable in the discharge of its responsibilities.

28. E. Despite reference herein to the Board of the Assoc-
29. iation as such, each reserves the right to act hereunder by
30. committee, individual member or designated representative;
31. professional or lay, whether or not a member. Each party will
32. provide the other, upon written request, satisfactory evidence
33. (such as official minutes or certificate of resolutions) of
34. authority so to act.

35. F. Nothing in this Agreement which changes pre-existing
36. Board policy, rules or regulations, written or otherwise pro-
37. mulgated, shall operate retroactively unless expressly so stated.

ARTICLE II.

ASSOCIATION AND TEACHER RIGHTS

1. A. Pursuant to Act 379 of the Public Acts of 1965, the
2. Board hereby agrees that every teacher shall have the right
3. freely to organize, join and support the Association for the
4. purpose of engaging in collective bargaining or negotiation and
5. other lawful activities for mutual aid and protection. As a
6. duly elected body exercising governmental power under color of
7. law of the State of Michigan, the Board undertakes and agrees
8. that it will not directly or indirectly discourage or deprive
9. or coerce any teacher in the enjoyment of any rights conferred
10. by Act 379 or other laws of Michigan or the constitution of
11. Michigan and the United States; that it will not discriminate
12. against any teacher with respect to hours, wages or any terms
13. or conditions of employment by reason of his membership in the
14. Association, his participation in any activities of the Assoc-
15. iation, or collective professional negotiations with the Board
16. or his institution of any grievance, complaint or proceeding
17. under this Agreement with respect to any terms or conditions
18. of employment.

19. B. Nothing contained herein shall be construed to deny or
20. restrict any teacher in the exercise of any rights the teacher
21. may have under the Michigan General School Laws or applicable
22. laws and regulations of the State of Michigan.

23. C. The provisions of this Agreement and the wages, hours,
24. terms and conditions of employment shall be applied without
25. regard to race, creed, religion, color, national origin, age,
26. sex or marital status of any teacher.

ARTICLE III

RIGHTS OF THE BOARD

1. A. The Board on its own behalf and on behalf of the
2. electors of the district, retains and reserves unto
3. itself, without limitation, all powers, rights, auth-
4. ority, duties and responsibilities conferred upon and
5. vested in it by the laws and the Constitution of the
6. State of Michigan, and of the United States, including
7. but without limiting the generality the foregoing the
8. right;

9. (1) To the executive management and administrative
10. control of the school system and its properties and fac-
11. ilities, and the activities of its employees.

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

14. (3) To hire all employees and subject to the pro-
15. visions of law, to determine their qualifications and
16. the conditions for their continued employment, or their
17. dismissal or demotion; and to assign, transfer, promote
18. and supervise all such employees and to establish and
19. revise rules pertaining to the conduct of employees.

20. (4) To establish educational policy, grades and
21. courses of instruction including special programs, and
22. to provide for athletic, recreational and social events
23. for students, all as deemed necessary or advisable
24. by the Board.

ARTICLE IV

STUDENT DISCIPLINE AND TEACHER PROTECTION

1. A. Since the teacher's authority and effectiveness
2. in his classroom are undermined when students discover
3. that there is insufficient administrative backing and
4. support of the teacher, the Board recognizes its res-
5. ponsibility to give support and assistance to teachers
6. with respect to the maintenance of control and dis-
7. cipline in the classroom. Whenever it appears in the
8. judgement of the classroom teacher and building prin-
9. cipal that a particular pupil requires the attention
10. of special counsellors, social workers, law enforcement
11. personnel, physicians or other professional persons,
12. the Board will take steps to relieve the teacher of
13. responsibilities with respect to such pupil.,
14. B. It is recognized that discipline problems are less
15. likely to occur in classes which are well taught and
16. where a high level of student interest is maintained.
17. It is likewise recognized that when discipline prob-
18. lems occur, they may most constructively be dealt with
19. by encouragement, praise and emphasis upon the child's
20. desirable characteristics.
21. C. Any case of assault upon a teacher, or malicious
22. damaging or destruction of personal or school property,
23. shall be promptly reported to the building principal,
24. the superintendent and the Board. The Board will pro-
25. vide such assistance, it deems necessary, in connection
26. with the handling of the incident by law enforcement
27. and judicial authorities.
28. D. No action toward a teacher shall be taken upon any
29. complaint by a parent of a student directed toward a
30. teacher, or any notice thereof be included in said
31. teacher's personnel file unless such matter is reported
32. in writing ^{within three (3) instructional days,} to the teacher concerned.

ARTICLE V.

NEGOTIATIONS

1. A. The parties acknowledge that during the negotiations
2. which resulted in this Agreement, each had the unlimited right
3. and opportunity to make demands and proposals with respect to
4. any subject or matter not removed by law from the area of collec-
5. tive bargaining, and that the understandings and agreements
6. arrived at by the parties after the exercise of that right and
7. opportunity are set forth in this Agreement.
8. B. Therefore, the Board and the Association, for the life
9. of this Agreement, each voluntarily and unqualifiedly waives
10. the right, and each agrees that the other shall not be obligated
11. to bargain collectively with respect to any subject or matter
12. referred to, or covered in this Agreement, or with respect to
13. any subject or matter not specifically referred to or covered
14. in this Agreement, even though such subjects or matter may not
15. have been within the knowledge or contemplation of either or
16. both of the parties at the time that they negotiated or signed
17. this Agreement.

ARTICLE VI.

TEACHING HOURS

1. A. It is agreed that all teachers shall arrive at school
2. by 7:45 A.M. and shall be in their respective rooms at 8:00 A.M.,
3. and shall remain until 3:35 P.M.
4. B. School starting and dismissal times for students:
 - a. Elementary (K-5) starting time 8:30 A.M., dismissal time 3:06 P.M.
 - b. Junior High starting time 8:15 A.M., dismissal time 3:08 P.M.
 - c. High School starting time 8:15 A.M., dismissal time 3:11 P.M.

ARTICLE VII

TEACHING CONDITIONS

1. A. All teachers are guaranteed a duty-free, unin-
2. terrupted lunch period, of no less than forty (40)
3. minutes. It is agreed that all teachers hired for
4. additional duties at the lunch period will be paid
5. not less than four (4.00) dollars per hour.
6. B. Both the Association and the Board recognize
7. that the pupil-teacher ratio is an important aspect
8. of an effective educational program. Because the
9. first grade is such a vital time in a child's educ-
10. ation, and because the results of this learning
11. period affects every teacher thereafter, it has been
12. recommended by the Association that the number of
13. students in each first grade section be no larger
14. than twenty-eight (28) students. It has also been
15. recommended by the Association that a decrease in the
16. kindergarten class load be made in order that a high
17. quality of education is insured. The Board recognizes
18. and agrees in principle with these recommendations.

ARTICLE VIII

RETIREMENT

1. A. A Teacher who shall have reached the age
2. of sixty five (65) by September first shall be
3. required to retire and shall teach thereafter only
4. after being given written permission to do so by
5. the Board of Education, which permission may be
6. granted or denied at the discretion of the Board
7. of Education.

ARTICLE IX

LEAVE PAY

1. A. All teachers unable to teach because of sick-
2. ness or accident shall be granted twelve (12) days of
3. sick leave per year with the unused portion being ac-
4. cumulative. On or before September 15, of each school
5. year, each teacher may contribute not more than two
6. (2) days of the foregoing sick leave allowance to a
7. common bank to be administered by a committee composed
8. of three (3) Association members, one (1) Board member,
9. and the Superintendent of Schools. As of the afore-
10. mentioned September 15th date, the accumulation in the
11. bank, excluding the current contribution of days, shall
12. not exceed a maximum of three hundred (300) days. Teach-
13. ers who have exhausted their accumulated personal sick
14. leave allowance may make reasonable withdrawals, for u
15. nusual and serious illness or accident, as determined
16. by the above mentioned committee, from the common bank.
17. Withdrawal of days from the bank, by a given teacher,
18. shall be limited to the school year in which the acc-
19. ident or illness occurred.

ARTICLE X

CONTRACTS

1. A. It is agreed that each teacher shall be
2. given an individual employment contract terms
3. hereof which shall be limited only by the spec-
4. ific and express terms hereof are in conformance
5. with the constitution and the laws of the State
6. of Michigan and the constitution and the laws
7. of the United States.

Typing.

IT is agreed that each teacher shall be given an individual contract which shall be limited only by the specific and express terms hereof which 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

1. A. The Board shall pay full MEA super med health
2. care protection for each full time teacher who elects
3. such protection, and who may qualify in one of the
4. following classifications:
 5. 1. *Head of household and spouse and one or
 6. more children. Full premium \$29.95 per
 7. month.
 8. 2. *Head of household and spouse. Full prem-
 9. imum \$24.15 per month.
 10. 3. *Head of household and children. Full prem-
 11. imum \$21.15 per month.
 12. 4. Single subscriber. Full premium \$12.00 per
 13. month.
14. *Head of household as defined by the I.R.S. or approved
15. by the Board.
16. B. A full time teacher who does not elect health ins-
17. urance, may elect up to \$12.00 per month of MEA ins-
18. urance options....Excluding annuities in any form.
19. C. Each new teacher will select his insurance program
20. on or before September 15, 1969.
21. D. Each teacher who now has MEA health insurance will
22. continue that program in 1969-70, without change, un-
23. less such change is first approved by the Superintendents'
24. office.
25. E. The Board shall provide facilities for utilization
26. of the MEA and John Hancock tax-deferred annuity pro-
27. gram by all members of the bargaining unit.
28. F. In the event that an employee, absent because of
29. illness or injury has exhausted sick leave accrual, the
30. above mentioned fringe benefits should continue through-
31. out the balance of the school year.

ARTICLE XII.

PROFESSIONAL GRIEVANCE PROCEDURE

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

6. B. In the event that a teacher believes there is a basis
7. for a grievance, he shall, within five (5) days of the occurrence
8. of the grievance, first discuss the alleged grievance with his
9. building principal.

10. C. If, as a result of the informal discussion with the
11. building principal, a grievance still exists, he may invoke the
12. formal grievance procedure on the form set forth in annexed
13. Appendix C, signed by the grievant, which form shall be avail-
14. able from the Association representative in each building. A
15. copy of the grievance form shall be delivered to the principal.
16. If the grievance involves more than one school building, it
17. may be filed with the superintendent or a representative desig-
18. nated by him.

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

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

34. F. If the grievant is not satisfied with the disposition
35. of the grievance by the superintendent or his designee, or if

36. no disposition has been made within three school days of such
37. meeting (or six school days from the date of filing, which-
38. ever shall be later), the grievance shall be transmitted to the
39. Board by filing a written copy thereof with the Secretary or
40. other designee of the Board. At this time the grievant if so
41. desires may solicit representation from the Association to
42. further process the grievance. The Board, no later than its
43. next regular meeting or two calendar weeks, whichever shall be
44. later, may hold a hearing on the grievance, review such grievance
45. in executive session, or give such other consideration as it
46. shall deem appropriate. Disposition of the grievance in writing
47. by the Board shall be made no later than seven days thereafter.
48. A copy of such disposition shall be furnished to the grievant
49. and the Association.

50. G. If the grievant is not satisfied with the disposition
51. of the grievance by the Board, or if no disposition has been
52. made within the period above provided, the grievance may be
53. submitted to arbitration before an impartial arbitrator. If
54. the parties cannot agree as to the arbitrator, he shall be select-
55. ed by the American Arbitration Association in accord with its
56. rules which shall likewise govern the arbitration proceeding.
57. The Board and the Association shall not be permitted to assert
58. in such arbitration proceeding any ground or to rely on any
59. evidence not previously disclosed to the other party. The
60. arbitrator shall have no power to alter, add to or subtract
61. from the terms of this Agreement. Both parties agree to be
62. bound by the award of the arbitrator and agree that judgement
63. thereon may be entered in any court of competent jurisdiction.

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

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

72. after as possible.

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

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

ARTICLE XIII

PROFESSIONAL COMPENSATION

1. A. The schedule for the school year shall be as set
2. forth in Appendix A, which is attached to and expressly made
3. a part of this agreement.

4. B. The Board reserves the right in special cases, with
5. the written approval of the Association which shall not be
6. unreasonably withheld, to pay increments to teachers in order
7. to employ in the district, teachers to fill special needs who
8. would not otherwise be available.

9. C. The attached salary schedule set forth in Appendix B
10. has been determined after full consideration by the parties
11. of competitive factors as to other schools, business and
12. industry.

13. D. The schedule reflects changes in the conditions of
14. the community, state and nation, and has been set to encourage
15. professional growth through recognition or improved ability.
16. The schedule provides a career opportunity for quality educators
17. and reflects the high esteem in which the citizenry of Cedar
18. Springs holds their schools. The schedule is based upon pre-
19. paration, teaching experiences, and professional growth and
20. provides a starting salary high enough to attract the most
21. desirable candidates to a teaching career in Cedar Springs.
22. The Schedule provides increasingly larger increments to encourage
23. continued services and is sufficient to provide a career
24. opportunity for quality educations. There shall be no dis-
25. crimination in the schedule or in the grade or subject taught
26. with respect to residence, race, creed, sex, marital status or
27. number of dependents.

ARTICLE XIV

NO INTERRUPTION OF EDUCATION

1. A. The Board, Association and each teacher
2. recognizes the primary responsibility is to the
3. children of the District and declare that their
4. mutual objective is to provide those children with a
5. proper education. To that end it is agreed that
6. during the life of this Agreement, they will not
7. permit, cause, or encourage any interruption, dis-
8. turbance or interference with the continuous,
9. normal education of such children by sanction, con-
10. certed activity or otherwise, and that any diff-
11. erence of opinion or dispute which there may be t
12. between or among themselves will not be allowed
13. to effect in any way the normal education afforded
14. the children of the Cedar Springs School District.

ARTICLE XV.

DURATION OF AGREEMENT

1. A. The provisions of this Agreement shall be effective
2. as of July 1, 1969, and shall continue in full force and effect
3. until the 1st day of July, 1970. This Agreement shall not be
4. extended orally and it is expressly understood that it shall
5. expire on the date indicated.
6. B. IN WITNESS WHEREOF, the parties have hereunto set
7. 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

CEDAR SPRINGS PUBLIC SCHOOLS
1969-1970 SCHOOL CALENDAR

Monday, September 1, 1969	Labor Day
Tuesday, September 2, A.M.	Pre-Opening Conferences No Classes
Wednesday, September 3	Classes Begin — 2:18 Dismissal
Thurs. & Fri. Oct. 23 & 24	M.E.A.-N.E.A. Teachers In-Service Days
Thursday, November 27	Thanksgiving
Friday, November 28	Thanksgiving Recess No Classes
Friday, December 19	Christmas Recess Begins Dismissed at 2:18 P.M.
Monday, January 5	Classes Resume
Friday, January 23	End of Semester
Monday, January 26	No Classes, In-Service Meetings
Wednesday, March 25	Easter Recess Begins Dismissed at 2:18 P.M.
Tuesday, March 31	Classes Resume
Friday, June 5	School Year Ends Noon Dismissal

The above calendar shall provide 180 full days of actual instruction, bounded by the dates Sept. 2, 1969 to June 5, 1970, inclusive,

APPENDIX B

SALARY SCHEDULE 1969-70

Base \$7000

<u>YEAR</u>	<u>BA</u>	<u>MA</u>
1	7,000	7,560
2	7,320	7,900
3	7,630	8,240
4	7,950	8,580
5	8,300	8,960
6	8,650	9,340
7	9,000	9,710
8	9,350	10,090
9	9,730	10,510
10	10,120	10,920
11	10,500	11,340
12 15	10,850	11,720
20	11,200	12,100

1. Special Certificate teachers, with a degree, will
2. be at the appropriate step, less \$150.
3. Non-degree teacher salaries will begin at \$6,000.
4. Increments are to be \$200 per year for a maximum of
5. five years.
6. Step position on the salary schedule shall be
7. determined as of September 3, 1969. Position on the
8. schedule for teachers hired during the school year and
9. after September 3, 1969, shall be determined as of the
10. hire date.
11. Credit for degree experience outside the Cedar
12. Springs School System shall be evaluated by the Board
13. and full credit up to five (5) years of experience
14. shall be allowed whenever the prior service of the
15. teacher is deemed satisfactory, but no credit shall
16. 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	\$24.00 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	13% of base
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 four (4.00) per hour.

ARTICLE B-2

PAY FOR COACHING

<u>POSITION</u>	<u>1ST YEAR</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>
ATHLETIC DIRECTOR	10%	11%	12%	13%	14%
<u>FOOTBALL, BASKETBALL & WRESTLING</u>					
Head	10%	11%	12%	13%	14%
Assistant & J.V.	6%	7%	8%	9%	9%
Freshman	5%	6%	7%	8%	8%
Jr. High	3%	4%	5%	6%	6%
<u>BASEBALL, TENNIS & TRACK</u>					
Head	6%	7%	8%	9%	9%
Assistant & J.V.	4%	5%	6%	7%	7%
<u>CROSS COUNTRY, GOLF & GIRLS" BASKETBALL</u>					
Head	5%	6%	7%	8%	8%
Assistant & J.V.	3%	4%	5%	6%	6%

1. All percentages figured on salary base (\$7,000.)
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