

6-30-75

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

CENTRAL  
MONTCALM  
EDUCATION  
ASSOCIATION  
AGREEMENT

1974-1975

Central Montcalm School District

Mr. Harold Springster, Supt.  
Central Montcalm Public School  
1480 S. Sheridan Road  
Stanton, Mich. 48888

## TABLE OF CONTENTS

Article		Page
I	Recognition	2
II	Teacher Rights	3
III	Board Rights	4
IV	Professional Dues or Fees and Payroll Deductions	5 (cont. 35)
V	Teaching Hours	6
VI	Vacancies, Promotions and Transfers	8
VII	Illness	9
VIII	Personal Days	10
IX	Leave of Absence	11
X	Teacher Evaluation	13
XI	Professional Growth	16
XII	Reduction in Personnel	16
XIII	Professional Compensation	19
XIV	Insurance Protection	21
XV	Protection of Teachers	22
XVI	Grievance Procedure	24
XVII	Negotiation Procedures	29
	Duration of Agreement	30
	Appendix A - Salary Schedule	30
	Appendix B - Extra-Curricular Compensation	31
	Appendix C - Common Calendar	34
	Letter of Understanding	36

CENTRAL MONTCALM EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this        day of        the  
Central Montcalm Public School District of Stanton and  
Sheridan, Michigan, hereinafter called the "Board", and the  
Central Montcalm Education Association, hereinafter called  
the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and  
declare that providing a quality education for the children  
of Central Montcalm Public School is their mutual aim and  
that the character of such education depends predominately  
upon the quality and morale of the teaching service, and

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

WHEREAS the Board and the Association have a statutory  
obligation, pursuant to Act 379 of the Michigan Public Acts  
of 1965, to bargain in good faith with respect to hours,  
wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate  
professional negotiations, have reached certain understandings  
is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel involved in education including personnel on tenure and probation but excluding superintendent, assistant superintendent, principals, office and clerical employees, and shared time vocational instructors. Additional administrative positions such as business manager and athletic director will not be excluded from Association membership and benefits if they hold a teaching position. Should the Board contemplate other supervisory and/or executive personnel positions, they will notify the Association. Should the Association be of the opinion that they are not supervisory and/or executive, the Association may then request the assistance of the Labor Mediation Board will be binding to both parties.

B. The term "Teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Teacher Rights

A. 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 concerted activities for mutual aid and protection. The Board shall 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. The Board shall 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding.

B. Regarding teachers rights under law - nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

C. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the MICHIGAN EMPLOYMENT RELATIONS COMMISSION, or a mediator from such public agency to meet with each party in an attempt to reach common agreement.

D. The Association and its members shall have the right to use school building facilities at and for reasonable hours for meetings. Reasonable use of school owned media or communication shall be made available to the Association and its members.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

### ARTICLE III

#### Board Rights

A. Subject to the provision of this contract the Board, on its own behalf of the electors of the district, hereby retains and reserves upon itself, 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 not limited to the following, the right to:

- (a) the executive management and administrative control of the school system and its properties and facilities,

and the school activities of its employees;

- (b) hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (c) establish grade levels 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,
- (d) review and approve all the means and methods of instruction the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature;
- (e) determine duties, responsibilities and assignment of teachers with respect to class schedules, hours of instruction, non-teaching school activities and administrative activities.

B. The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this contract, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE IV

##### Professional Dues or Fees and Payroll Deductions

A. Regarding assessments on the part of the Association. The Board agrees to payroll deduction for National, State and Local M. E. A. dues, with deduction to be on a monthly basis (September through June) provided that the payroll clerk is provided with signed authorization cards requesting such deductions.

B. Additional payroll deductions: from time to time, by mutual consent of both the Board and individual teachers, payroll deductions may be made for purposes in addition to those already agreed upon in the Agreement.

## ARTICLE V

### Teaching Hours

A. Working Day - the working day shall not exceed a total of 7½ hours (to include a 30 minute lunch period) except for one day per week when the day shall be extended for ½ hour for building meetings. The teachers recognize that their attendance at such meetings is compulsory and that release from this obligation must be obtained in writing from their building principal. In addition, not over 4 evenings meetings (to include Parent-Teacher Conferences) shall be required per year.

B. The Association and the Board agree to adhere to the minimum requirements of teaching days as established by the Michigan Legislature.

1. 180 attendance days (students and teachers)
2. 7 duty days - new teachers
3. 6 duty days - experienced teachers
4. Contractual days of 187 for teachers new to the system
5. 186 days for returning teachers

School calendar as set forth in Appendix C.



C. Inclement Weather Days - The parties agree to adhere to the requirements of attendance set forth in Paragraph B above. In keeping with these standards, it is assumed that all professional staff would report to work on inclement weather days whenever possible and within reason.

If the school is closed due to inclement weather for more than three (3) days during the course of a single school year, any additional days (over the three days) will be made up at the end of the school year at the discretion of the Board. Students will be in attendance during any days made up under the provisions of this article.

D. Playground Supervision - building aides will be employed to relieve teachers in the Stanton and Sheridan Elementary Schools of outside playground duty.

E. Library Proposal - the certified librarians' salary, working day, and school year will be the same as that of a regular teacher.

F. Holidays shall be observed at the discretion of the Board.

G. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

H. A teacher shall be released from regular duties without loss of salary for regularly scheduled local M. E. A. Regional meetings and County Institute.

I. Preparation Period - this is an unassigned period to be used for classroom preparation purposes unless otherwise permitted by the building principal.

## ARTICLE VI

### Vacancies, Promotions and Transfers

#### A. Notification of Vacancies:

Teachers interested in being reassigned to either a regular or extra-curricular assignment may indicate this preference to the school administration. When such vacancy occurs, notices will be placed in each building and those persons who have indicated an interest will be notified and considered an applicant.

B. The Association recognizes that when vacancies 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 may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant.

C. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:

1. Teachers with specific interests in possible vacancies will notify the superintendent of their interest in writing during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent's office and notified of the vacancy.
3. The teachers so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within three (3) days of receipt of notification.

D. Any teacher who shall be transferred to an executive position and shall later return to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

## ARTICLE VII

### Illness

#### A. Sick Leave

- (a) Definition: Sickness, injury, or illness of employee.
- (b) Full-time employees shall be granted ten (10) days sick leave with pay each year accumulateve to 100 days.
- (c) Part-time employees shall be granted sick leave on a prorated basis.
- (d) The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick days accumulated.

(e) A teacher may use five (5) sick leave days per contractual year of their accumulated total in the following manner: Serious injury, illness, or death of immediate member of family (husband, wife, son, daughter, parents, mother-in-law, father-in-law, grandparents). Exceptions to these limitations may be granted, in special cases, by the superintendent.

B. At the beginning of each school year each teacher shall contribute two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association and Superintendent. Teachers who have exhausted their accumulated sick leave and have been absent five (5) consecutive work days in addition thereto, may request withdrawals, as determined by the Association and Superintendent, from the common bank, provided that there are sufficient days available in the bank.

## ARTICLE VIII

### Personal Days

A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least three (3) days in advance, except in cases of emergency. Part-time employees shall be granted one (1) day per year.

B. Any full time teacher called for jury duty during school hours will receive the difference between his normal daily rate of pay and his jury duty pay for the length of time he is required to be on jury duty.

C. For the 1974-75 school year, the teacher will have credited to his accumulated sick-leave, one-half of the number of personal leave days the teacher had accumulated by the end of the 1973-74 school year. It is expressly understood that personal days shall no longer accumulate as of the date of the execution of the Master Agreement for the 1974-75 school year.

## ARTICLE IX

### Leave of Absence

A. Upon written request of the Tenure teacher, the Board may grant a leave of absence for a period not to exceed one year subject to renewal at the will of the Board. Said leave shall be without salary, with no loss of seniority and said teacher shall be hired back at a position for which they are qualified.

B. Maternity leave -

1. Maternity leave without pay shall be granted to female teachers. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.
2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall, within ninety (90) days of the expected date of delivery,

submit a written request for maternity leave to the Board of Education. The written request shall specify the date that the teacher desires to commence leave as well as a statement by her physician that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave. The Board reserves the right to require the teacher to furnish medical evidence from her physician in the event a question arises as to the teacher's ability to perform her teaching duties during pregnancy.

3. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
4. Reinstatement shall be to the teacher's former position or to a similar position for which she is qualified and certified.
5. Reinstatement will commence upon the date set by the Board which shall not be later than the first day of the semester following the date the teacher was declared eligible for reinstatement. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
6. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the teacher.
7. The teacher may request in writing to the Board an extension of leave taken under this article. Extension of leave will be at the discretion of the Board.
8. It is expressly understood that sick leave will not be granted under this article except as specified in paragraph 6 above.
9. Upon reinstatement the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over 50% of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.
10. It is understood that this article is expressly conditioned upon subheading B of the article "Duration of Agreement" contained in this agreement.

## ARTICLE X

### Teacher Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and/or with full knowledge of the teacher.

A. Probationary teachers shall be observed for the purposes of evaluation at least twice (2) during the school year. These observations shall occur between one month following a teacher's commencement of service and ninety (90) days prior to the end of the probationary school year. A personal interview shall be held within ten (10) school days of each observation. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file at the time of the conference.

B. Each teacher shall have the right upon request to review the contents of his own personnel file, a representative of the Association or the Board may be requested to accompany the teacher in such a review.

All teaching evaluations must be signed by the teacher involved before being placed on file with the exception that a teacher who chooses not to sign the evaluation sheet may attach to it a statement explaining his reasons. The statement will become a permanent part of the evaluation sheet and both will be placed in his personnel file.

Letter of Evaluation and/or Credential Evaluations made by people from outside the school district shall remain confidential.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is presented with a written reprimand, warned or disciplined for any infraction or discipline or delinquency in professional performance. When a request for representation is made, whether the reprimand is written or oral, no action shall be taken with respect to the teacher until a representative of the Association is present. The following steps shall be followed when a written reprimand is given:

1. The teacher to be reprimanded shall be given reasonable advance notice either in writing or verbally.
2. An initial conference between the two parties involved shall be held for the purpose of defining the infraction.
3. Upon being informed of the infraction either party may request of the Association or the Board to be present before further discussion ensues.
4. For purposes of convenience a later conference may be scheduled at which time all parties can be present.
5. If a second conference is required, it shall be held not later than two (2) days following the initial conference.

D. No teacher shall be transferred in assignment, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage,



including, adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. The private and personal life of any teacher is not within the concern or attention of the Board, as long as it is consistent with the high standards which the teaching profession has set forth in its N. E. A. and M. E. A. Code of Ethics, and does not adversely affect the student-teacher relationship.

F. A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the "teaching coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

G. It is not the intent of the foregoing sections to act as a deterrant to the school principal in the performance of his duties. As the designated representative of the Board, his specific duties include: providing educational leadership, implementing policies of the Board, and to be accountable for the overall management of the building at which he is assigned.

## ARTICLE XI

### Professional Growth

A. Upon obtaining permission from the principal and the Board, each teacher may attend one educational conference per year or visit some other school at the expense of the Board when it is shown that said conference will be particularly stimulating to his education field.

B. Teachers may be required to participate in in-service training programs during the school day when initiated by the administration and paid for by the board.

C. There shall be a system-wide two day pre-school workshop planned jointly by the staff and administration. Throughout the year, two additional in-service program days will be planned jointly by the Association and administration.

## ARTICLE XII

### Reduction of Personnel

A. New employees hired into the unit shall be considered probationary employees as prescribed by the Tenure Act.

B. The term "seniority" as hereinafter used shall be length of continuous service in the following classifications:

(1) any grade K-6; (2) by each subject matter taught in grades 7-12. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service.

Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act governing probationary periods.

C. Any teacher who is granted Tenure shall have seniority from the last day of hire. Probationary teachers shall not have seniority.

D. Necessary reduction of personnel - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with this realization understood that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - b) It is understood that special permits may not be acquired for teachers to teach outside of certification even having acquired seniority (tenure). In the event seniority teachers must be laid off, layoff will be by seniority within classification

as stated in paragraph B above. In the event of equal seniority within classification, the following criteria may be used:

- 1) Length of service in Central Montcalm Public Schools.
- 2) Experience in subject or grade level in last ten years.
- 3) Skill and efficiency on the job as evidenced by evaluation ratings of the last three (3) years and personnel files.
- 4) Absentee rate.

The above are stated in decending order of importance.

It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

- c) Teachers who are laid off during the contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

E. The Board shall prepare a seniority list by classification and transmit a copy of the same on or before the first (1st) day of November of each school year to the Association.

It is expressly understood the length of this contract its continuance, and the compensation paid hereunder shall be subject to layoff or necessary reduction in personnel upon 30 days written notice by the District or its authorized representative to the teacher at his last known address on file with the Board. During layoff or necessary reduction in personnel all compensation shall cease.

F. Recall: Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.

G. Employees who are notified of recall and fail to respond within five (5) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.

H. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

I. It shall be the responsibility of the teacher to inform the Board, in writing, of his current address.

### ARTICLE XIII

#### Professional Compensation

A. The salary benefits for teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

B. Employment of Experienced Teachers - Experienced teachers employed by the district will be granted full credit for previous teaching experience. Experienced non-degree teachers employed by the district for the first time may be granted up to three (3) years credit for previous teaching experience.

A degree teacher under contract for one-half year will be granted one-half of credit on salary schedule steps.

C. Pay choice:

(a) All personnel shall be paid every other Thursday.

(b) All teachers shall have a choice of receiving contract amount over  $9\frac{1}{2}$  months (length of contract) or 12 months.

D. All teachers shall be hired on salary schedule with the exception that any deviation thereof shall be with the full knowledge and consent of the majority of a committee comprised of the Association President, the Salary Committee chairman, and the Negotiation Team chairman. Extra duties or assignments shall not be created as an inducement for hiring new teachers.

E. Use of own car for school business - 12 ¢ per mile reimbursement.

F. Regarding pay for longevity of service:

A teacher on step 14 will receive a one (1) percent increase above the teacher's base salary for the appropriate degree schedule; teachers on step 19, two (2) percent; teachers on step 24, three (3) percent; and teachers on step 29, four (4) percent. Only experience in Central Montcalm Schools will be considered and this experience must be continuous.

In order to qualify for an initial longevity pay step or to advance to a higher level of such pay, a teacher must have

earned five (5) semester credit hours (or an equivalent in term hours) in each five (5) year period preceeding his fourteenth, nineteenth, twenty-fourth, and twenty-ninth step.

It is expressly understood that teachers will have the responsibility for presenting written evidence of qualification for this benefit to the superintendent.

G. Retirement:

Pursuant to the arthority set forth in Public Act 136 of the Public Acts of 1945, as amended (HB5888) the Board agrees that it shall pay the employee's contribution to the Michigan Public School Employees Retirement Fund.

ARTICLE XIV

Insurance Protection

A. The Board agrees to make payments on Hospitalization and Surgical Insurance premiums on one policy for each teacher subscribing to Michigan Blue Cross-Blue Shield Hospital Surgical Insurance or M.E.S.S.A. Health Insurance Protection (Super-Med #1) up to a maximum of:

1974-75 - Full family health insurance confinuing same coverage and benefits at MESSA Super-Med #1 rates established as of July 1, 1974 (\$50.50).

Regularly employed part-time teachers shall receive a prorated amount.

B. The Board agrees to make payments of \$10.00/month for teacher not taking Health Insurance through school (through

present carriers) towards Life Insurance or Tax Sheltered Annuities.

C. The Board agrees to make payments of \$5.00/month for all teachers for Long Term Disability and/or Life Insurance (through present carriers).

## ARTICLE XV

### Protection of Teachers

A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and the Association shall uphold and enforce policies of the school district.

Whenever it appears that a particular pupils' sustained behavioral pattern in the classroom becomes a serious deterrent to the welfare of himself, his classmates and teacher or teachers, the following procedure shall be followed:

- (a) A complete evaluation of the situation shall be made.
- (b) The evaluators shall consist of the teachers involved, the building principal, guidance personnel, and any other professional persons involved or qualified to assist.
- (c) After all available information and facts have been reviewed, the evaluation committee shall recommend to the Board a course of action in light of the following: (1) best interest of the youngster involved; (2) best interest of other youngsters in the classroom; (3) and the demands made upon the teacher or teachers involved.



B. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the school district shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teachers in connection with handling of the incident by law enforcement and judicial authorities.

Providing that the teacher is not at fault, he shall not be penalized in loss of salary in connection with any incident in this section.

C. When it is determined by the Board that disciplinary action taken by a teacher toward a student is consistent with policies established by the Board and if such action results in a complaint or suit against the teacher and the teacher is not covered by liability insurance, the Board will assist and pay for legal counsel and render all necessary assistance in his defense.

D. The Board will reimburse teachers for any loss, damage or destruction of personal property brought to school to be used as instructional materials. The Board shall not be responsible for the loss of such items due to normal wear and tear, due to teacher negligence, or for loss or damage of under \$5.00 or over \$300.00.

E. Complaints directed toward a teacher shall be called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held responsible by the school, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

G. If a teacher is injured while in the line of duty, medical surgical and/or hospital care within the limits of workmens compensation will be furnished by the Board. Should it become necessary, the Board will pay the teacher any difference between the contractual salary and disability payments by workmens compensation for the period of one (1) year from date of disability.

H. Any teacher whose personal illness, injury, or pregnancy extends beyond the periods compensated under this contract shall be granted a leave of absence without pay for such time as is necessary for complete recovery, and shall be hired back with no loss of seniority at, or as close as possible to, their former position.

## ARTICLE XVI

### Grievance Procedure

A. Definition:

- (a) A "Grievance" shall be an alleged violation of the express terms of this Agreement or written rule, regulation, or policy of the Board.

- (b) The "aggrieved" person is the teacher or teachers making the grievance.
- (c) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- (d) A "party of interest" is the aggrieved person, persons, teacher, Board, or representative who might be required to take action or against who action might be taken in order to resolve the grievance.
- (e) The term "days" shall mean teacher attendance days.

B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance 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 aggrieved person 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:

- (a) There shall be one or more Association representatives (building representatives) for each school building to be selected in a manner determined by the Association.
- (b) The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which 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 in interest to any grievance, he may disqualify himself and substitute shall be named by the Association.

(c) The building principal shall be the administrative representative when the particular grievance arises in that building.

(d) The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure - The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by written mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced by mutual consent in order to affect a solution prior to the end of the school year as soon thereafter as is practicable.

1. Level One

Within ten (10) days of the discovery of the alleged violation, as defined in Section A, subpar. A of this Article, an aggrieved person shall discuss his grievance with his immediate supervisor or principal: individually or together with his Association representative.

2. Level Two

A) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may, within five (5) days of the disposition or lapse of time therefore, file the grievance in writing with the Association's PR & R Committee. The Association representative will assist in writing the grievance.

B) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a grievance worthy of support. If the Committee decides that no such grievance exists and so notifies the aggrieved person, the aggrieved person within five (5) days of such notice may continue to process his grievance without Association support. If the Committee decides there is a grievance worthy of support

it shall within ten (10) days of receipt of the grievance process the grievance with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render his decision in writing as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee to the Board. This referral through the PR & R Committee, to the Board must take place within ten (10) days of receipt of the superintendent's decision or time allotted therefore. Within ten (10) days from receipt of the written referral by the Board, it shall meet with the PR & R Committee for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision in writing shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the written grievance shall be transmitted to the Michigan Employment Relations Commission for mediation, within 10 days of the decision or time allotted therefore.

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 teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, attorney, or other representative of any organization other than the Association. Provided further, when an aggrieved person 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 processing.

F. Miscellaneous:

- a) A grievance may be withdrawn by the aggrieved person at any level without prejudice. However, if in the judgement of the Association representative or the PR & R Committee the grievance affects a group of teachers that PR & R Committee may process the grievance at the appropriate level.
- b) The grievance discussed and the decision at Level One shall both be placed in writing upon request of either party. Decision rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
- c) 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.
- d) All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- e) Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, and shall be prepared by the superintendent and shall be given appropriated distribution so as to facilitate the operation of the grievance procedure
- f) Parties of interest shall have access to all records or all information necessary for the determination and processing of the grievance.

G. The following matters shall not be the basis of any grievance filed under the procedure outlines in this Article:

- a) The termination of services of or failure to reemploy any probationary teacher.
- b) The placing of a non-tenure teacher on a third year of probation.
- c) All other matters concerning tenure which are now provided for under the Teacher Tenure Act.
- d) Probationary Teacher Clause:  
The Association represents the probationary teacher in matters of wages, hours, and working conditions, but does not represent them in matters of discharge, reprimand or transfer for other than Association activities.

## ARTICLE XVII

### Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings selecting representative for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such negotiation.
- B. Not earlier than June 1 nor later than June 30 prior to expiration of this Agreement the parties will begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representative from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1974 and shall continue in effect for one (1) year until the 30th day of June, 1975.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effort.

APPENDIX A

The salary schedule for the school year 1974-75 shall be based upon a salary base of \$8450.00 and computed as follows:

STEP	BA DEGREE		MA DEGREE		ED.SP.DEGREE	
0	1.00	8450	1.10	9295	1.10	9295
1	1.04	8788	1.14	9633	1.14	9633
2	1.08	9126	1.18	9971	1.19	10056
3	1.12	9464	1.23	10394	1.24	10478
4	1.17	9887	1.28	10816	1.30	10985
5	1.22	10309	1.33	11239	1.36	11492



STEP	BA DEGREE		MA DEGREE		ED.SP.DEGREE	
6	1.27	10732	1.39	11746	1.42	11999
7	1.33	11239	1.45	12253	1.49	12591
8	1.39	11746	1.51	12760	1.56	13182
9	1.45	12253	1.58	13351	1.64	13858
10	1.52	12844	1.65	13943	1.73	14619

## APPENDIX B

### EXTRA-CURRICULAR COMPENSATION

#### A. Assignments other than classroom teaching;

All assignments under this section shall be made by the school administration subject to approval by the Board. The positions will be assigned by supplementary contract without tenure. Percentage remuneration shall be based on the bachelors degree level. The step on the B.A. level will be determined by the experience in the extra-curricular activity, not on classroom teaching. Coaching experience in any secondary school sponsored sport will count towards accumulated experience for salary purposes.

1. Dramatics (to include two plays) 7%
2. Cheerleader sponsor (Senior High) 3%  
Junior High 1½%
3. Audio-visual (one per building) 2%
4. Forensics 2%
5. Yearbook sponsor 4%

6. Football
  - Varsity head 10%
  - Varsity assistant 5%
  - Junior Varsity head 6%
  - Junior Varsity Assistant and Freshmen 4%
7. Basketball
  - Varsity head 10%
  - Junior Varsity 6%
  - Freshmen 4%
  - Girls Varsity 7%
  - Girls J.V. 4%
  - Junior High (two teams) 4%
8. Baseball
  - Varsity 6%
  - J.V. or Varsity Assistant 4%
  - Girls Softball 4%
9. Track
  - Varsity head 6%
  - J.V. or Varsity Assistant 4%
  - Junior High (two teams) 3%
10. Golf 4%
11. Cross Country 5%
12. Varsity Wrestling 10%
  - J.V. Wrestling 6%
13. Band 5%
14. Varsity Singers 3%

B. Driver Education - \$30.00 per student

C. Vocational Agriculture contract will be determined by mutual consent of the instructor and Superintendent according to the level of student interest and participation in the aforementioned program. Compensation will be prerated according to duration of employment.

D. Guidance Counselors: Qualifications equal to requirements of University of Michigan accrediting bureau - 4% for those people who were contracted prior to July 1, 1972. People contracted after this date shall not receive the percentage.

E. A teacher receiving a degree (B.S.) cannot exceed the 6th year experience step on the salary schedule.

F. A teacher receiving a M.A. Degree after signing his contract and before school starts in September will be placed on the Master Schedule.

G. Time involved and compensation for work performed beyond the school year will be determined by mutual consent of the party or parties involved and the Board.

H. Miscellaneous:

(a) Working at athletic events (coaches hired for the sport excepted) \$3.00 per night.

(b) Riding bus to extra-curricular activities outside the normal school day and include supervision at the activity: \$5.00.

APPENDIX C  
1974-75 COMMON CALENDAR  
Special Education / Vocational Education

August 23, 25	Friday & Monday	Teacher Orientation
August 27	Tuesday	Full time classes for students
September 2	Monday	Labor Day
November 7, 8	Thursday & Friday	Teacher In-Service, Parent Teacher Conf.
November 28, 29	Thursday & Friday	Thanksgiving
December 20	Friday	Xmas recess begins at close of day
January 6	Monday	School resumes
January 17	Friday	End of 1st Semester- Teacher Record Day
January 20	Monday	2nd Semester Begins
February 28	Friday	Teacher In-Service/ Parent Teacher Conf.
March 21	Friday	Spring recess begins at close of day
March 31	Monday	School reconvenes
May 26	Monday	Memorial Day
June 5	Thursday	Last full day for students
June 6	Friday	Teacher work day

180 days of student attendance  
186 days - returning teachers  
187 days - teachers new to the system

ARTICLE IV  
(continued from page 6)

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Central Montcalm Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

D. The procedure in all cases of discharge for violation of this article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of

this notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

E. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

F. The Association agrees to indemnify and save the Board and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

#### LETTER OF UNDERSTANDING

In interpreting Article X, D, it is understood that the provisions thereof are subject to Article XVI, paragraph G. This will allow the probationary teacher to file a grievance upon Article X, paragraph D. but without the

representation by the Association as indicated in Article XVI, G (d). The exclusions of Article XVI, G (A), (B), and (C) also are intended to supercede Article X, paragraph D.