

*Coopersville*  
MEA AREA OFFICE 9  
REGION 9

4020 Eastern Ave. S.E.  
Grand Rapids, Mich. 49508

*6/30/71*

*1969-71*

PUBLIC EMPLOYEE RELATIONS CONTRACT

between

THE COOPERSVILLE AREA PUBLIC SCHOOLS

and

THE COOPERSVILLE EDUCATION ASSOCIATION

*Coopersville Area Public Schools*

September 1, 1969

June 30, 1971

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

*MEA  
1216 Kendale  
E. Lansing, MI  
48823*

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PUBLIC EMPLOYEE RELATIONS CONTRACT between Coopersville Area Public Schools Board of Education, hereinafter called Board, and the Coopersville Education Association, hereinafter called the Association, for the period September 1, 1969 to June 30, 1971.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Coopersville 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 Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the legally appointed representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the two organizations have had representatives deliberate on the items required under Public Act 379 and each organization acting separately according to its regularly established rules of procedures has ratified the results of the deliberations, now

THEREFORE, the Coopersville Area Public Schools Board of Education and the Coopersville Education Association agree to the following as a contract:

#### ARTICLE I RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative of all certified teachers employed or to be employed by the Board, including librarians, guidance counselors, special education instructors, contracted substitute teachers, and excluding supervisory and executive personnel, office, clerical, custodial, school lunch employees, and school bus drivers. The term "teacher" as used in this Agreement shall mean any person who is a member of the bargaining unit, both male and female.

B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board, rights he or they may have under any State or Federal Laws and Regulations. The rights granted to teachers or the Board hereunder shall be deemed to be in addition to those provided by law.

D. All teachers as a condition of employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including National and State Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. Said assessments are to be deducted from the first three pay periods. Or

2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and State Associations) within sixty days of the commencement of employment.

ARTICLE II ASSOCIATION, TEACHER, AND BOARD RIGHTS

A. Association Rights

1. The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and to all the amendments thereto and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities. They further agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights granted to him under the laws.

2. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Bulletin boards and teachers' mail boxes shall be made available to the Association for the posting or placement of materials relating to official business of the Association.

3. The Board agrees to furnish authorized representatives of the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, 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, together with the information which may be necessary for the Association to process any grievance or complaint.

4. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

B. Board of Education

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto 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 without limiting to the foregoing the right:

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

b. 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 promote and transfer all such employees;

c. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

3. It is expressly understood and agreed that any violation of this contract by any member of the bargaining unit shall be sufficient grounds for dismissal of that person subject only to provisions of Article XII up-to but not including arbitration; however, nothing contained herein will deprive a teacher of any rights which he has under the Michigan Tenure of Teachers Act.

ARTICLE III PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, the salaries for extra duties are set forth in Schedule B, the fringe benefits are set forth in Schedule C; these Schedules are attached to and incorporated in this Agreement. The Salary Schedule (A) is based upon the normal teacher hours and load as hereinafter defined in Articles IV and V.

B. Interpretation of the Salary Schedule

1. Any teacher who presents proof of a Master's Degree in his field of study shall be transferred to the Master's Degree section of the Salary Schedule effective with the Coopersville semester during which the degree is awarded.

2. Prior Service Credit. Credit to the Coopersville Area Public Schools Salary Schedule A will be allowed to those with satisfactory prior teaching experience up-to a maximum of six (6) years on the following basis:

<u>Previous years experience</u>	<u>Enters on Step</u>
0	1
1	2
2	3
3	4
4	5
5	6
6 or more	7

Prior service credit will be applied towards longevity. No credit shall be given for a fractional part of a year.

3. The Board upon recommendation of the administration may refrain from advancing a teacher on the Salary Schedule for less than satisfactory performance or may advance a teacher more rapidly than the Salary Schedule for meritorious performance. In either event reasons are to be included in the professional evaluation and are subject to provisions of Article IX. The deviation from Salary Schedule shall be considered as being a "red circle" salary deviation and shall be subject to an annual review; failure to review shall automatically return the teacher to the Salary Schedule. Exception: the step on Salary Schedule of teachers employed prior to adoption of this contract shall be considered as accurate and not subject to "red circle" interpretation.

4. Salary payments shall be bi-weekly on the basis of 26 pays per fiscal year; however, at the end of the regular school year teachers may request lump sum payment for accrued summer months. Payroll deductions shall be permitted for insurance benefits (See Salary Schedule C) and Ottawa County Credit Union plus any other legally allowed deductions which can be made without increased bookkeeping expense providing that a minimum of 20% of eligible employees in the bargaining group request utilization of such deduction and payments in any category of deductions are made to not more than two servicing agencies.
5. Extra duty assignments outside the normal teacher hours and load as defined in Articles IV and V and as compensated for in Schedule B shall be at the discretion of the Board and shall not involve tenure in the special assignments irrespective of the number of years such annual appointment shall be continued.
6. In event of absence not covered by approved leave on days when teachers are scheduled to be on duty such as days when classes are in session, institute, grade reporting, in-service training, or orientation the following method shall be used to compute salary deductions: total contractual salary shall be divided by the sum of days of class attendance, orientation, in-service, grade reporting, institutes and legal holidays, which days are part of the school calendar or which occur during the period covered by the school calendar.

#### ARTICLE IV SCHOOL YEAR, WEEKS, DAYS AND HOURS

- A. 1. The school year shall begin no earlier than the first day of September, shall end no later than June 15, shall consist of not less than 180 calendared attendance days plus such days as may be stipulated by law and such days as shall be agreed upon by the contracting parties for such activities as teacher orientation, vacations, recording of grades, and in-service training.
  - a. The teacher-administration advisory committee in cooperation with the Association will recommend to the Board a calendar for the following year.
- B. School shall be closed on all holidays designated by the general school laws or on the Monday following such holidays that fall on Sundays.
- C. The teacher's normal week will consist of five seven hour days which will include:
  1. Teachers will be ready for duty at 8:30 a.m. and the day will finish at 4:00 p.m.
  2. All teachers shall have a continuous thirty-minutes lunch period free from assigned duties except as mutually arranged between the teacher and the administration; such lunch period to be scheduled through mutual efforts of the building principal and those teachers under his jurisdiction. It shall be mutually understood that weather conditions may interrupt this normal routine.

D. It is agreed that reporting pupil progress, including parent-teacher conferences, is a part of the normal instructional duties of a teacher whether during or after the normal school day. However, scheduled days of parent-teacher conferences shall be included as part of the school calendar.

E. Teacher's attendance at PTA meetings and faculty meetings is to be considered a part of the teacher's professional responsibility. Mandatory attendance at achievement nights and open house programs shall be limited to two such programs per year.

#### ARTICLE V TEACHING LOADS AND ASSIGNMENTS

A. The normal teaching load in secondary grades shall make provision for each teacher to have the equivalent of one preparation-conference period per day equal in length to a class period.

B. The normal teaching load for an elementary classroom teacher shall provide for 45 minutes relief away from the pupils, such time to be arranged around periods when another person is in charge of pupils; i.e., music, library, recess, noon periods; it is mutually recognized that occasionally weather or other conditions may disrupt the normal routine.

C. Whenever it is necessary to assign a teacher an extra class during the time that would be provided for conference-preparation, the teacher's salary shall be increased proportionately.

D. Each member of the faculty shall maintain a working set of lesson plans which indicate what assignments are to be given and what methods are to be used for the following five days. These plans shall be modified daily to indicate any deviations in actual class conduct from what had been planned and any changes for the following five-day period that are necessary as a result of amendments in actual procedure. Such plans, which are to be the property of the Board, shall be kept in a form that a substitute teacher could easily use.

E. It is agreed that faculty participation in curriculum development is an important function and a professional responsibility and that the teachers and the Curriculum Director shall work cooperatively toward that goal.

F. No teacher shall be required to use the services of an aide.

#### ARTICLE VI TEACHING CONDITIONS

A. The parties recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

1. The Board and Association recognize the relation of physical facilities, class load and teacher duties to the effectiveness of the educational program and agree to:



- a. Strive for physical facilities which meet current educational and safety standards.
  - b. Equalize the class loads of teachers in comparable areas to the extent practicable.
- B. The Board and Association agree to develop a teacher-administrative advisory council composed of a superintendent, principals, CEA president, and teachers who are representative of building and/or grade levels as appointed by the CEA executive board which council shall meet frequently to discuss such matters of mutual concern as pupil-teacher ratio, teaching aids and equipment, curriculum, extra-curricular activities, and other matters which are too numerous to outline and a mutual understanding of which will provide answers to situations prior to development of problems. Minutes of the advisory council meetings including recommendations shall be included with Board of Education and CEA agendas.
- C. The Board at each school location shall continue present provisions for adult rest room, lunch room, and lounge area where smoking is permitted; these areas to be separate from those used by students.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. No regularly assigned teacher will be used as a substitute teacher without his consent.
- F. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause.
1. If a change in assignment from one elementary grade level to another or from one secondary subject area to another is proposed by the Administration for reasons of personality or temperament, such reason and the intent to change the assignment must be included in the professional evaluation and is subject to the provisions of Article XIII.
  2. If a change in assignment from one elementary grade level to another or from one secondary subject area to another is proposed for administrative reasons, the administrator and teacher affected must consult on the matter as soon as a change is definitely anticipated.

#### ARTICLE VII VACANCIES AND PROMOTIONS

A. At any time any teacher may request in writing a transfer to any vacancy in the school system for which he feels qualified. Before any teacher is hired or assigned to fill a vacancy in such position, the Principal or Superintendent shall interview and evaluate all teachers who have requested assignments to the vacancy. In filling such vacancy, due weight shall be given to the professional background and attainments of all such persons and to all other relevant factors. Where the qualifications of one person are not superior to the qualifications of others who request transfer to such vacant position the person with the greatest length of service in the Coopersville School System shall be appointed to such position.

B. Notices of vacancies shall be posted in each building and transmitted to the Association. No vacancy shall be filled until it has been posted for at least ten school days prior to April 1, and five school days thereafter. This shall apply only during the school year.

C. All teachers, probationary and/or tenure shall advise the administration in writing prior to seeking employment at another school; no teacher who has not officially resigned prior to 60 days before the next following school year shall unilaterally resign after that date without completion of services for that school year.

D. Immediately following the 60th day prior to the next following school year a schedule of specific teacher assignments including anticipated class loads shall be posted. No changes in assignments from those posted shall be made without the administration and teacher(s) affected consulting on the matter.

#### ARTICLE VIII LEAVE POLICY

A. Leave with pay.

1. Sick leave. Each teacher will be granted ten days per year of leave for illness, injury, or bereavement. These days will be credited at the beginning of the school year.

a. Unused sick leave days shall accumulate to a maximum of 60 days.

b. Teachers who are unable to continue employment because of sickness or injury not covered by Board contributed compensation plans shall be guaranteed an income during the period of disability from 61 days after disability up to age 65 at a level of 60% of income at the time of commencing disability. Such guarantee shall be maintained by the Board through an insurance program.

c. Teachers employed prior to the 1969-70 school year shall be allowed to retain one-half the sick leave days they have accumulated in excess of the 60 days maximum.

2. Personal day. At the beginning of every school year each teacher shall be credited with one (1) day 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. The teacher planning to use a personal business day shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal day requested for a school day immediately before or after a holiday, week-end, or vacation period, and reasonable restrictions may be imposed on leaves on such days.

3. Professional leave. Each teacher may be allowed a maximum of two days per year of salary covered leave for professional improvement providing such professional improvement is of a nature which the administration certifies as being directly related to a matter of school concern and a substitute teacher is available to cover classes. The teacher taking such leave shall submit a written request in advance and have prior administrative approval before taking the leave; the school district shall pay for actual cost or expense

up to \$20.00 per day plus mileage according to Board Policy and provide for a substitute teacher; the teacher shall submit a written resume of how the subject of the professional improvement experience can be directly related to the Coopersville Area School System. In addition attendance will be allowed at State Institutes (See School Code 340.252a) without loss of pay.

4. Sabbatical leave. Sabbatical leave may be granted at the prevailing salary schedule by the Board upon the recommendation of the superintendent under conditions provided in the general school laws. (See School Code 340.572: Any board after a teacher has been employed at least 7 consecutive years by said board and at the end of each additional period of 7 or more consecutive years of employment may grant said teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at any one time. Provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; Provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.)

5. Jury duty. A teacher called for jury duty or subpoenaed shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

B. Leave without pay.

1. Self improvement leave. Leaves of absence without pay may be granted upon recommendation of the superintendent to the Board for a period not to exceed one (1) year for self improvement, including graduate study or for travel which has been approved by the Board and which is consistent with educational growth of the teacher in his field. Any teacher desiring a leave of absence heretofore described shall be advanced on the Salary Schedule for each year of such leave. Sick days accumulated prior to his leave shall be held for said employee until completion of such leave at which time he shall be re-credited with those days.

2. Military duty. Leave of absence without pay shall be granted to any teacher who shall be inducted or shall be called or shall enlist in military duty in any branch of the armed forces of the United States. Such leaves shall terminate upon any voluntary extension of the tour of duty.

3. Peace Corps duty. Leave of absence may be granted up to two years to any tenure teacher who joins the Peace Corps or similar domestic program, as a full-time participant in such program.

4. Any teacher desiring a leave of absence heretofore described shall be advanced on the Salary Schedule for each year of such leave. Sick leave days accumulated prior to his leave shall be held for said employee until completion of such leave at which time he shall be re-credited with those days.

5. Maternity leave. A maternity leave shall be granted without pay commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within one year, provided there is an opening for which she is qualified.

6. When in the judgment of the administrative officials authorized to make such decisions school shall not be opened or shall be closed on regularly calendared duty days, teachers may be absent. Notice of closing will be given through area radio stations at the earliest possible time.

7. Association days. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of the date for intended use of said leave, and to limit the number leaving to not more than three persons.

C. Leave with or without pay.

1. General leave. Any teacher desiring a leave for any other reason not mentioned, shall apply in writing to the superintendent identifying the period of proposed absence and the reason therefore. Approval of all leaves and extensions shall be discretionary with the superintendent or the Board except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the Salary Schedule for the period of absence. Upon return from an approved leave, the teacher may be credited with all accumulated and unused sick leave.

ARTICLE IX TEACHER EVALUATION

A. All monitoring or observing of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The performance of all teachers shall be evaluated in writing by the immediate supervisor. Probationary teachers shall be evaluated at least three times intermittently during the school year. Tenure teachers shall be evaluated at least once every year. Teachers will be given a copy of any evaluation report prepared by the immediate supervisor and a discussion of such report will be held.

B. Any adverse evaluation of a teacher's performance asserted by the Board or any agent or representative thereof may be subject to the grievance procedures up-to but not including arbitration; provided however, that nothing herein contained shall deprive the Board or any teacher of any rights under the Michigan Tenure of Teachers Act.

C. Any complaints regarding a teacher made to the Administration by a parent, student, or other person which is considered in evaluating said teacher's performance will be promptly called to his attention. Each teacher will have the right, upon request, to review the contents of his own personnel file. A repre-

representative of the Association may, at the teacher's request, accompany the teacher in such a review. The review will be made in the presence of the administrator responsible for the safekeeping of the file.

D. If a teacher is to be disciplined by a member of the administration above the level of the principal, he will be entitled to have a representative of the Association present.

#### ARTICLE X PROTECTION OF TEACHERS

A. The Board recognizes that it and its administrative staff must give needed support to its teachers in order that they can maintain the classroom control and discipline which is necessary for effective teaching and will continue to do so.

B. Any case of assault instituted by a student on a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and the Board will cooperate with the teacher, law enforcement and judicial authorities in taking steps to remedy the matter.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against the student, the Board will, when it feels the teacher acted properly, cooperate with the teacher by making available to him and his counsel any witnesses or documentary materials requested by the teacher which are available to the Board.

D. Time necessarily lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher when the action of the teacher is upheld.

E. The Board will reimburse teachers for any loss, damage or destruction of the teacher's clothing not covered by insurance caused by a student while the teacher is on duty.

F. Teachers are expected to exercise reasonable care with respect to the safety of pupils and property.

G. The Board will provide the legal aid necessary to defend the teacher in actions which may arise in connection with "good faith acts" relative to student medical problems such as diabetes, epilepsy, or leukemia, and mental problems which require special attention.

#### ARTICLE XI NEGOTIATIONS PROCEDURE

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party and the consent of the other party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the Salary Schedule is re-opened for negotiation, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised Salary Schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from either in or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but 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 State Labor Mediation Board.

E. In any negotiations approved by the Board or its representatives which involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.

F. It is expressly agreed that in the event of impasse on a successor contract neither party shall create a work stoppage of normal services to pupils as long as the State Labor Mediation Board machinery up-to and through the level of fact finding is being utilized in attempt to reconcile an impasse. After the fifth day following publication of a fact finding report, the restrictions of this paragraph shall no longer be binding.

## ARTICLE XII GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based upon an event, condition, or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provisions of this Agreement. The Board will have available the MEA Code of Ethics and their designated procedure for grievance regarding such matters.

2. An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.

3. A "Party in Interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. The term "days" when used in this Article shall mean duty days, except where otherwise indicated.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. The Association shall establish a Professional Rights and Responsibilities Committee, which will be broadly representative and which shall serve as the Association's grievance committee. In the event that any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
2. The building principal shall be the administrative representative when the particular grievance arises in that building.
3. The Board hereby designates the superintendent as its representative when a 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 mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One: A teacher with a grievance shall discuss it with his immediate supervisor or principal.
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 days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee.  
  
(B) Within five days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten days from receipt of the grievance by the superintendent he shall render a decision 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 days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board

of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman, the Association's negotiating team or other involved officers for the purpose of arriving at a satisfactory solution to the grievance. A decision shall be rendered within ten days.

4. Level Four: In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within a ten day period, the grievance may be transmitted immediately to the State Labor Mediation Board.

5. Arbitration: In the event the grievance is not satisfactorily resolved by the procedure indicated in Paragraph 4 the grievance may be filed within ten days with the State Labor Mediation Board under whose rules a single-person arbitrator shall be appointed.

a. The arbitrator will confer with the parties and hold hearings promptly and will issue his decision not later than 20 days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion on the issues submitted.

b. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement nor deal with any matter coming under the provisions of the Teacher Tenure Act.

c. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

d. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties; however, each party shall individually bear its own expenses in preparation for arbitration.

#### E. Rights to Representation

Any party in interest may be represented at all meetings and hearings at any level, except Level One of the Grievance Procedure, by another teacher or another person; provided however, that in no event may he be represented by an officer, agent, or other representative of any organization other than the Association; and provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, with the exception of Level One.

#### F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.

2. Both the grievance discussed and the decision rendered at Level One shall be submitted in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall be transmitted promptly to all parties of interest.



3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution to facilitate the operation of the grievance procedure.

6. Access to all interested parties shall be made available to all persons, places and records for all information necessary to the determination and processing of the grievance.

ARTICLE XIII AGREEMENTS CONTRARY TO LAW

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

B. This Agreement supercedes and cancels all previous Agreements, verbal or written between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIV MISCELLANEOUS

Copies of this Agreement shall be prepared at the expense of the Board and be presented to all teachers now or hereafter employed by the Board and 20 copies shall be presented to the Association.

Ratified by the Association  
August 18, 1969

Ratified by the Board  
August 12, 1969

\_\_\_\_\_  
Ross Conran, President

\_\_\_\_\_  
Elmo Heft, President

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John VanDyken, Negotiations Chairman

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Arthur Lucas, Secretary

SCHEDULE A SALARY SCHEDULE  
(See Article III A)

Levels include at least provisional certification

Step	AB/BS Level		AB/BS + 15 *		AB/BS + 20 *		MA Level	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount
A. For 1969-1970 only:								
1	100%	\$6,900			100%	\$6,900	100%	\$6,900
2	103	7,107			103	7,107	103	7,107
3	110	7,590			116	8,004	125	8,625
4	116	8,004			121	8,349	130	8,970
5	122	8,418			126	8,694	135	9,315
6	127	8,763			131	9,039	140	9,660
7	132	9,108			136	9,384	145	10,005
8	137	9,453			141	9,729	150	10,350
9	142	9,798			146	10,074	155	10,695
10	147	10,143			151	10,419	160	11,040
11	152	10,488			156	10,764	165	11,385
16							170	11,730
21							175	12,075
26							180	12,420

B. For 1970-1971 only:

1	100%	\$7,400	100%	\$7,400	100%	\$7,400	100%	\$7,400
2	103	7,622	103	7,622	103	7,622	103	7,622
3	110	8,140	110	8,140	116	8,584	125	9,250
4	116	8,584	116	8,584	121	8,954	130	9,620
5	122	9,028	122	9,028	126	9,324	135	9,990
6	127	9,398	127	9,398	131	9,694	140	10,360
7	132	9,768	134	9,916	136	10,064	145	10,730
8	137	10,138	139	10,286	141	10,434	150	11,100
9	142	10,508	144	10,656	146	10,804	155	11,470
10	147	10,878	149	11,026	151	11,174	160	11,840
11	152	11,248	154	11,396	156	11,544	165	12,210
16							170	12,580
21							175	12,950
26							180	13,320

\* Semester hours

SCHEDULE B      Extra Duty Compensation  
(See Article III A)

<u>% of Schedule A Teaching Salary</u>	<u>Extra Duty Title</u>
11%	Varsity Football, Varsity Basketball
8%	Varsity Baseball, Varsity Track
7%	JV Football, JV Basketball, Asst Var Football, Tennis, Golf, Cross Country, Sr Hi Recreation
6%	Frosh Basketball, Cheerleading & Pep Club, Girl's Var Basketball, JV Baseball, Asst Track, Jr Hi Noon Recreation, Frosh Football, Special Education Instructors
5%	Jr Hi Basketball, Girl's JV Basketball, Asst JV Football, Recreational Gymnastics, Band, Sr Hi Vocal Music
4%	Jr High Spring Sports, Plays, Debate, Asst Frosh Football, Elem Basketball, Jr. Hi. Cheerleading, Asst Band, Publications
3%	Jr Class Advisor
1%	Sr Class Advisor

Special Notes:

- a) amounts indicated are based on teaching salary and change as salary changes;
- b) amounts indicated are full compensation for additional responsibilities and time beyond requirements for other teaching assignments as indicated in text of main agreement;
- c) aside from compensation indicated above for the activities listed, all teachers employed beyond the normal school year will be paid an additional pro-rata amount computed according to the method indicated in Article III B 6.

SCHEDULE C Insurance Fringe Benefit  
(See Article III A)

1. The Board shall contribute up-to \$20.00 per month toward any type of benefit or combination of benefits available from the Michigan Education Special Services Association (MESSA) or other carrier designated by the Board of Education and the CEA Executive Board for members of the bargaining unit.
2. Enrollment periods shall be as determined by the insurance carrier and coverage will continue for one month following termination of employment with the school district except that Board contributions for eligible faculty shall be provided through the following August.
3. Employee contributions must be authorized as a payroll deduction including contributions for non-work months which contributions must be deducted prior to final payment for services rendered.
4. No payments in lieu of insurance benefits will be given to any eligible employee for all or any part of the benefit; however, in the case of husband-wife eligible school employees any difference between the maximum amount of Board contribution and cost of eligible coverage shall be credited to the other spouse up-to the maximum allowed for the two employees separately.