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6/30/68.
Elk Rapids
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ELK RAPIDS SCHOOLS
MASTER CONTRACT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

PREAMBLE

Whereas, the Board of Education is required by law to negotiate with the Elk Rapids Education Association on wages, hours and the terms and conditions of employment of teachers, and

Whereas, the parties, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

Elk Rapids Schools

MEA
1216 Landale
E. Lansing, Mi.
48823

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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

(1 copy sent to Res)

P.H. Yotts
Box 332
Elk Rapids, 49629

ARTICLE I

TERM OF CONTRACT

Sec. 1

- A. This master contract and supplements attached thereto will be effective for a period of one year, said period to end June 30, 1963.
- B. Any item can be reopened only by mutual consent of both parties to this contract.
- C. This contract will be approved by a majority vote of all members in the representative unit covered by it.
- D. A majority of the Board of Education must approve the contract for the District.

RECOGNITION

Sec. 2

- A. The Board of Education hereby recognizes the Elk Rapids Education Association (hereinafter called the "Association") a chapter of the Michigan Education Association, as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, and maintenance and operating employees.
 - (a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Elk Rapids Education Association in the bargaining or negotiating unit as above defined.
 - (b) The term "Board" shall include its officers and agents.
- B. The Board agrees not to negotiate with any organization other than that designated as the representatives pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

- C. Within thirty days after the beginning of their employment hereunder, teachers may deliver to the Board a written, voluntary assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). Such dues to be deducted in four installments within the five pay periods next succeeding the aforementioned thirty days and remitted to the Association.
- D. Revocation of such authorization for dues deduction must be delivered to the Board, at least one week prior to its effective date, in writing.
- E. The Association agrees to indemnify and save harmless the Board for all sums improperly deducted and remitted to the teacher Association plus any costs, including attorneys' fees incurred by the Board in connection therewith.

NEGOTIATIONS PROCEDURES

Sec. 3

The Association Negotiating Committee, members of the Board, and the Superintendent will act, as far as possible, as a committee to negotiate to the extent required by Act 379 of the Public Acts of 1965.

MEETINGS

Sec. 4

Meetings composed of the Association Negotiating Committee, the Board representatives, and the Superintendent, shall be convened upon written request of any one of the parties involved, namely: the Association, the Board, or the Superintendent of Schools. Requests for meetings shall contain specific statements as to the reason for the request.

NOTIFICATION

Sec. 5

Requests from the Association for meetings with the Board will be made directly to the Superintendent. Requests from the Superintendent or the Board for meetings with the Association will be made to the President of the Association. Within five school days of the receipt of such request, agreement shall be reached as to the time and place for the meeting. The meeting shall be held within fifteen school days of the receipt of the request, unless there is agreement by both parties to an extension of time.

CONTENT OF PROPOSALS

Sec. 6

The party requesting the meeting shall submit written proposals to the other party not less than five school days before the date set for the meeting.

EXCHANGE OF FACTS, VIEWS

Sec. 7

Facts, opinions, proposals, and counter-proposals will be exchanged freely during meetings in an effort to reach mutual understanding and agreement.

ASSISTANCE

Sec. 8

The participants may call upon competent professional and/or lay representatives to consider matters under discussion and to make suggestions, at the expense of the organization that asks for such assistance.

AGREEMENT

Sec. 9

When agreement is reached between the parties, necessary action shall be taken by the Board and the Association to implement the specifics of the agreement. If the parties fail to make an agreement in negotiations, either party may request the mediation procedures of the State Labor Mediation Board to Mediate the dispute.

INFORMATION

Sec. 10

The Superintendent shall function as a channel of teacher concerns to the Board and of Board responsibilities to the teaching staff. This does not preclude information going to the Board from the Association or to the Association from the Board. However such information shall be directed through the office of the Superintendent to give him an opportunity to make comments upon the information being exchanged by the two groups.

NEGOTIATING SESSIONS

Sec. 11

Negotiating shall be done in executive session with personnel limited to those persons mutually acceptable. All press releases will be mutually agreed upon by the negotiating teams before they are released.

ETHICS

Sec. 12

All negotiating shall be carried on in an atmosphere of mutual respect and courtesy in accordance with principles set down in a code of ethics as listed below:

1. A genuine desire to improve the school system.
2. A realization that they are elected representatives, negotiating with the interest of their respective constituents in mind and discounting any self interests.
3. A realization that discussions shall be restricted to the negotiating group

RIGHTS OF INDIVIDUAL TEACHERS

Sec. 13

Nothing in this agreement shall abrogate the right of any individual teacher to process his own dispute through the administrative channels or with the Board, providing such dispute is not specifically covered in the contract.

RATIFICATION

Sec. 14

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the representative unit, 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 reach tentative agreements in the course of negotiations or bargaining, subject only to such ultimate ratification.

AMENDMENT

Sec. 15

This agreement may be amended insofar as the procedures for professional negotiations stated in this agreement are concerned. Such amendment must be by mutual agreement.

ARTICLE II

PHYSICAL EXAMINATIONS

Sec. 1

- A. Teachers should strive to keep themselves in good physical health to better perform their duties and to protect the health of the pupils. To achieve this aim, an annual certificate of health (covering eyes, ears, nose, throat, heart, lungs and blood pressure) Tuberculin Test shall be a condition of employment.
- B. The Board may require any teacher to submit to a physical and/or psychological, or psychiatric examination at any time, such examination to be paid for by the Board if such examination is by special request of the Board. School time may be used for such examinations without loss of pay or benefits.
- C. If results of any examination are not acceptable to either party, another examination, by a different doctor, may be requested, such expense to be paid by the dissatisfied party.

SICK LEAVE

Sec. 2

- A. Sick leave shall be granted to a teacher under the following circumstances:
 - 1. Personal illness.
 - 2. Physical incapacity to teach.
 - 3. When the teacher's presence in the school might be detrimental to the welfare or health of the students or fellow teachers, as certified by a doctor.
- B. Each teacher shall be allowed 10 days sick leave each year, with full pay, in case of non-compensable injury or illness. In the case of injury or an illness compensated for by Workmen's Compensation, the teacher's pay will be the difference between his regular salary and the amount paid by the Workmen's Compensation. Sick leave days, in this case, will be charged in the same proportion as the amount paid by the Board.

- C. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of sixty days is reached.
- D. Sick leave for teachers employed on a part-time basis, or for part of the school year, will be in proportion to the time employed.
- E. The teacher shall, on request of the Superintendent, present a doctor's certificate or other proof of illness, satisfactory to the Superintendent, covering the full period of absence for which he is being paid.

DEATH IN THE IMMEDIATE FAMILY

Sec. 3

In the event of death in the immediate family (father, mother, spouse, or child) the teacher shall be granted leave, without loss of pay, from notification of death for a period of time not to exceed five school days.

PERSONAL LEAVE

Sec. 4

Teachers shall be allowed two days per school year for personal business. Such leave shall be for reasons other than specifically stated in the preceding sections of this article.

ARTICLE III

RESIGNATION

Sec. 1

After sixty days before the start of the school year, a teacher, if on continuing tenure, may discontinue his service with the Board only by mutual consent. Written notice shall be given to the Board at least sixty days before the start of the ensuing year. This resignation will be acted upon at the regular meeting of the Board.

DISCHARGE OR DEMOTION

Sec. 2

Article IV of the Michigan Teacher Tenure Act will apply in case of discharge or demotion.

ARTICLE IV
TEACHER EVALUATION

Sec. 1

Formal evaluation of a probationary, as well as tenure, teacher shall be the responsibility of the school Superintendent.

Sec. 2

The Principal shall hold a conference with each tenure teacher prior to submission of the evaluation report to the Superintendent.

Sec. 3

Evaluation of probationary teachers is to be made in writing to the Superintendent of schools by the principal at least once each semester. The teacher is to receive a copy of each evaluation made of his status. Evaluations will be made on or before December first and March fifteenth of each school year.

Sec. 4

Evaluation of tenure teachers is to be made in writing to the Superintendent by the principal at least once a year. The teacher is to receive a copy of each evaluation made of his status. Evaluation will be made prior to March fifteenth of each school year.

Sec. 5

A Tenure teacher from another district shall not be placed on tenure in the Elk Rapids school system until after at least one year of successful probation.

Sec. 6

New teachers in the Elk Rapids School District who have not previously been granted tenure shall serve at least two years as probationary teachers.

ARTICLE V

SUBSTITUTE TEACHERS

Sec. 1

Substitute teachers' salary will be a minimum rate of twenty dollars per day.

Sec. 2

The Administration may assign teachers to substitute for absent teachers during their conference periods or other periods when available, providing every effort has been made to secure a regular substitute teacher.

Sec. 3

Each regular teacher shall receive five dollars per class period for substitute teaching.

ARTICLE VI

PUPIL TEACHER RATIO

The parties recognize that 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 teacher and 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.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible.

ARTICLE VII

TEACHER RETIREMENT AGE

A teacher will be retired at age sixty-five. If the Board does not choose to retire the teacher, a yearly non-tenure contract will be offered said teacher.

ARTICLE VIII

TEACHING CONDITIONS

Sec. 1

Teachers shall be in the building before the arrival of the first bus in the morning and remain until fifteen minutes after the regular school day is ended.

Sec. 2

Teachers will be expected to attend all teachers' meetings and student assemblies unless excused by their building principal.

Sec. 3

Teachers who do not have noon duty are expected to be in their first afternoon class at least five minutes before class begins.

Sec. 4

Teachers are not required to be in school on "Snow-Days".

Sec. 5

A minimum of a half hour duty-free, will be provided during the lunch period for each elementary teacher.

Sec. 6

The Board agrees to keep the schools reasonably and properly equipped and maintained and cleaned at all time.

Sec. 7

The teachers agree to exercise reasonable care in their use of school properties and to keep supplies and equipment under their care in a safe and orderly manner.

ARTICLE IX

FREE PASSES

Passes will be provided all teachers to school events, such passes to be non-transferable.

ARTICLE X

GRIEVANCE PROCEDURE

Sec. 1

Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement may file a written grievance with the Board. The Board hereby designates as its representative for such purposes the Principal in each school building. All grievances must be signed by the aggrieved teacher.

Sec. 2

Within five school days of receipt of the grievance the designated representative of the board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five school days thereafter to prove or disprove the grievance. If the grievance shall be denied by the Superintendent, upon review of the action of the school Principal, the grievance shall immediately be transmitted through the Superintendent to the Secretary of the Board, with a statement of reasons for disapproval.

Sec. 3

Within fifteen school days of receipt of the grievance, the Board shall pass on the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided, however, that in no event, except with the express written consent of the Association shall final determination of the grievance be made by the Board more than twenty school days after its submission to the Board.

Sec. 4

If a teacher does not file a grievance in writing with the Principal or other designated Board representative within ten school days after the occurrence, then the grievance shall be considered waived.

Sec. 5

The following matters will not be the basis of any grievance filed under the procedures outlined in this article:

- A. The termination of services of or failure to re-employ any probationary teacher.
- B. The placing of non-tenure teachers on a third year of probation.
- C. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

Sec. 6

The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE XI

MEDIATION

If the Board, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten days after the decision of the Board be appealed to the mediation procedures established by the Act 379, Public Acts of 1965. Such appeal shall be delivered to the labor mediation board, and the Board of Education within said ten day period, and if not so delivered, the grievance shall be deemed abandoned.

ARTICLE XII

SALARY SCHEDULE

Sec. 1

All teachers are to be hired on the basis of the salary schedule. The salary schedule is a contract between the Board and the teachers. There shall be no differential in salary allowed because of sex, marriage, or dependents.

Sec. 2

Teachers will be given credit for up to five steps for outside teaching experience on the salary schedule. For military service, an allowance of not to exceed one-half step a year, up to a total of two complete steps will be allowed.

Sec. 3

Teachers will be paid on a bi-weekly basis. Teachers may elect to have their salary computed for twenty-one or twenty-six paydays.

Sec. 4

The teacher will receive additional credit on the increment schedule upon receipt of transcript of credits, providing:

- A. All credits for pay increments must be in the teachers' assigned area of teaching, or major or minor field and/or be approved in advance by the Superintendent.
- B. All credits for pay increments must be from a college or University accredited to the North Central Association, one of it's sister agencies, or a college or university recognized by them.
- C. All credits for pay increments must average, by increment, a grade of B or better.
- D. Changes in salary increments will become effective only at the beginning of a semester.

ARTICLE XIII

CONTRACTS

Sec. 1

All contracts with teachers shall be in writing and signed by officers of the Board unless an agent of the Board is authorized to sign for the Board.

Sec. 2

Contracts will be offered simultaneously to all tenure and acceptable probationary teachers in the school system at least sixty days before the close of the school year, provided that negotiations of the master contract for the following year have been completed. Teachers not offered contracts for the ensuing school year will be notified of such action at least sixty days before the close of the school year.

Sec. 3

In the event that negotiation of a master contract for the following year has not been completed prior to sixty days before the close of the school year, individual teacher contracts will be issued five school days following the signing of such master contract.

Sec. 4

Contracts not returned, or returned unsigned, fifteen school days following issuance will indicate no acceptance on the part of the teacher, and the position is automatically declared vacant, and applications may be made for the position.

ARTICLE XIV

BOARD OF EDUCATION AND ADMINISTRATION RIGHTS

Sec. 1

The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. The right 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. The right to establish grades and courses of instruction, including special education, or other programs both academic and social for the students, as deemed proper and necessary by the Board.
- D. The right to decide upon the means and methods of instruction the selection of textbooks and other teaching materials, and the use of the teaching aids.
- E. The right to determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Sec. 2

The exercise of the foregoing powers, right authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XV

NEGOTIATIONS CLAUSE

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter nor removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement.

MASTER CONTRACT

ACCEPTED FOR ELK RAPIDS EDUCATION ASSOCIATION _____

DATED _____

ACCEPTED FOR ELK RAPIDS BOARD OF EDUCATION _____

DATED _____

SALARY SCHEDULE 1967-68

DEGREE HELD PLUS ADDITIONAL HOURS

Years Experience	B.A.	+10	+20	+ 30	M.A.	+10	Non Degree
0	5800	5950	6100	6250	6400	6550	4800
1	6000	6150	6300	6450	6600	6750	4900
2	6200	6350	6500	6650	6800	6950	5000
3	6400	6550	6700	6850	7000	7150	5100
4	6600	6750	6900	7050	7200	7350	5200
5	6800	6950	7100	7250	7400	7550	5300
6	7000	7150	7300	7450	7600	7750	5400
7	7200	7350	7500	7650	7800	7950	5500
8	7400	7550	7700	7850	8000	8150	5600
9	7600	7750	7900	8050	8200	8350	5700
10	7800	7950	8100	8250	8400	8550	5800
11	7850	8000	8150	8300	8450	8600	5850
12	7900	8050	8200	8350	8500	8650	5900
13	7950	8100	8250	8400	8550	8700	5950

Annual Play	\$130 00	Baseball Coach	\$200 00
Yearbook	130 00	Jr. High Basketball	100 00
Special Education	300 00	Cheerleading	100 00
Driver training (per student)	20 00	Spectator Bus (per night)	10 00
Football Coach	450 00	Ticket Seller (per night)	7 50
1. Assistant	350 00	Assistant Ticket Seller "	5 00
2. Assistant & Cross Country	200 00	Scorekeeper	
Basketball Coach	450 00	1. Home	" " 6 00
Assistant	350 00	2. Away	(per game) 3 00
Track Coach	200 00	Timekeeper	(per night) 6 00