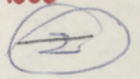


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ELK RAPIDS BOARD OF EDUCATION

MASTER AGREEMENT

ELK RAPIDS EDUCATION ASSOCIATION

ARTICLE I

RECOGNITION

A. The Board of Education, (hereinafter called the "Board"), hereby recognizes the Elk Rapids Education Association, (hereinafter called the "Chapter"), 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.

(1) 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.

(2) The term "Board" shall include its officers and agents.

B. 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.

C. Revocation of such authorization for dues deduction must be delivered to the Board, at least one week prior to its effective date, in writing.

MASTER AGREEMENT

- D 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

ARTICLE II

TEACHER, CHAPTER, AND BOARD RIGHTS

- A Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, join and support the Chapter for the purpose of engaging in collective professional negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Act 379, by other laws of the State of Michigan or by the Constitutions of the State of Michigan and the United States that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Chapter his participation in any activities of the Chapter including collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under, or aside from the specific terms of this agreement.
- B. The parties agree that there shall be no discrimination against any employee or applicant for employment reason of race, color, creed, marital status, sex or national origin, and that the provisions of this

MASTER AGREEMENT

agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory.

- C. Disciplinary interviews and reprimands will be considered private.

An affected teacher, however, shall have the right, in such instances, to request the presence of a Chapter representative at said interview, and when such request is made, the interview shall not proceed until the representative is in attendance.

- D. No teacher shall be enjoined from exhibiting identification of membership in the Chapter either on or off the school premises.

- E. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement for the respective school year, or years, are set forth in Appendix A, which is attached to and incorporated into this Agreement.
- B. Services to be rendered by teachers, without additional compensation shall include their participation outside regular teaching hours at such school functions as scheduled parent-teacher conferences, supervision of extra curricular activities of students and attendance at educational and civic functions, as assigned on a duty roster dividing said duties on as nearly an equal basis as is possible.

MASTER AGREEMENT

- C. Teachers engaging in activities enumerated in Appendix B shall be compensated in accordance with that schedule.
- D. 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.

ARTICLE IV

TEACHING HOURS

- A. Teachers shall be in their assigned area thirty minutes before classes begin in the morning and remain until fifteen minutes after the regular school day is ended.
- B. Teachers who do not have noon duty are expected to be in their first afternoon class at least five minutes before class begins.
- C. Teachers are not expected to be in school on "Snow Days".
- D. A minimum of a half-hour duty free, will be provided during the lunch hour for each elementary teacher.
- E. The parties to the Agreement recognize the principle of a normal forty hour work week, exclusive of lunch.

It is mutually recognized by the parties that the principle of the forty hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board for assigning extra duties normally associated with the teaching profession. It is the responsibility of each individual teacher, as well as the Board to provide the highest quality education program practicable for every boy and girl in the school district. This includes:

- (1) Careful daily preparation.
- (2) Attendance at staff meetings.

MASTER AGREEMENT

3. Teachers are encouraged to participate in activities of the school such as:
 - a. Open house
 - B. P.T. A. meetings
 - c. Public performances of children in plays, concerts, athletic activities, or other extra curricular activities.
4. Passes to school events will be issued to the staff.

ARTICLE V

TEACHING ASSIGNMENTS AND CONDITIONS

- A. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study, except temporarily and/or for good cause.
- B. Secondary teachers shall have one unassigned preparation period per school day as the schedule allows. The term "unassigned preparation period" shall be construed to include the use of this period for purposes other than preparation when deemed necessary in the judgment of the principal. Teachers shall receive five dollars per class period for substitute teaching, in lieu of their preparation period.
- C. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively feasible.

MASTER AGREEMENT

- D. The Board agrees to keep the schools reasonably and properly equipped and maintained.
- E. The Board shall make available in each school a lounge and/or work study room for the teachers, if practical and possible, and shall also provide lavatory facilities exclusively for teacher use in planning new buildings or additions to existing buildings.

ARTICLE VI

TEACHER EVALUATION

- A. Formal evaluation of a probationary teacher as well as a tenure teacher shall be the responsibility of the School Superintendent.
- B. The Principal shall hold a conference with each tenure teacher prior to submission of the evaluation report to the Superintendent.

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 of his status. Evaluation will be made prior to March fifteenth of each school year.
- C. Evaluation of probationary teachers is to be made in writing to the Superintendent of Schools by the Principals 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.
- D. A tenure teacher from another district shall not be placed on tenure in the Elk Rapids Schools until after one year of successful probation.
- E. New teachers in the Elk Rapids Schools who have not previously been granted tenure shall serve at least two years as probationary teachers.

MASTER AGREEMENT

ARTICLE VII

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Chapter and its membership to define acceptable criteria of professional behavior. The Chapter accepts the responsibility of dealing with ethical problems in accordance with the terms of the Code of Ethics of the Educational Profession.
- B. Alleged breaches of teacher discipline or of the Code of Ethics shall be reported promptly to the offending teacher and to the Chapter. The Chapter will use its best efforts to correct any breaches of professional behavior and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE VIII

NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. Beginning not later than March first of the calendar year in which this Agreement expires, the Chapter and the Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein

MASTER AGREEMENT

in a good faith effort to reach agreement concerning teacher's salaries and other conditions of their employment. Any agreements so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the teacher organization.

- C. The Chapter Negotiating Committee, members of the Board and the Superintendent, Ex Officio, will act as far as possible, as a committee to negotiate to the extent required by Act 379 of the Public Acts of 1965.
- D. Meetings composed of the Chapter Negotiating Committee, the Board Representatives, and the Superintendent, shall be convened upon written request of any one of the parties involved, namely; the Chapter, the Board, or the Superintendent of Schools. Requests for meetings shall contain specific statements as to the reason for the request.
- E. Request from the Chapter for meetings with the Board will be made to the Superintendent and the Secretary of the Board. Requests from the Superintendent and the Secretary of the Board for meetings with the Chapter will be made to the President of the Chapter and Chairman of the negotiating committee. 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.
- F. 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.

MASTER AGREEMENT

- G. Facts, opinions, proposals, and counter-proposals will be exchanged freely during the meetings in an effort to reach mutual understandings and agreement.
- H. 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.
- I. All press releases will be mutually agreed upon by the negotiating teams before they are released.
- J. 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 interest.
 - (3) A realization that discussions shall be restricted to the negotiating group.

ARTICLE IX

PHYSICAL EXAMINATIONS

- 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.

MASTER AGREEMENT

- 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 examinations 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.

ARTICLE X

SICK LEAVE

- 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.

MASTER AGREEMENT

- 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.
- F. 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.
- G. 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. Request to be submitted to the Superintendent of schools in advance for approval.

ARTICLE XI

RESIGNATION

- A. 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.

ARTICLE XII

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.

MASTER AGREEMENT

ARTICLE XIII

GRIEVANCE PROCEDURE

- A 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 designated as its representative for such purposes the Principal in each school building All grievances must be signed by the aggrieved teacher or Chapter.
- B. If a teacher does not file a grievance in writing with the Principal or other designated Board representative within 15 school days after the occurrence, then the grievance shall be considered waived,
- C. 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.
- D 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

MASTER AGREEMENT

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.

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

- (1) The termination of services of or failure to re-employ any probationary teacher.
- (2) The placing of non-tenure teachers on a third year of probation.
- (3) 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, or 1937 of Michigan as amended).

F. 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.

G. 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.

MASTER AGREEMENT

H. 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 XIV

EXPERIENCE FACTOR

- A. 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.
- B. Teachers will be paid on a bi-weekly basis. Teachers may elect to have their salary computed for twenty-one or twenty-six paydays.
- C. The teacher will receive additional credit on the increment schedule upon receipt of transcript of credits, providing:
- (1) 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.
 - (2) 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.

MASTER AGREEMENT

- (3) All credits for pay increments must average, by increment, a grade of B or better.
- (4) Changes in salary increments will become effective only at the beginning of a semester.

ARTICLE XV

INDIVIDUAL CONTRACTS

- A. 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.
- B. 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.
- C. 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.
- D. 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 XVI

NEGOTIATIONS CLAUSE

The parties acknowledge that during the negotiations which resulted in

MASTER AGREEMENT

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.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement, dated August 5, 1968, shall continue in full force and effect without change until June 30, 1969.

ELK RAPIDS SCHOOLS
SALARY SCHEDULE 1963-69

APPENDIX A.

Step	B.A.	B.A. / 10	B.A. / 20	B.A. / 30	M A	M.A. / 10	M A / 20	M.A. / 30	Non Degree
1	6200	6400	6600	6300	7000	7200	7400	7600	5300
2	6350	6592	6815	7038	7263	7433	7715	7942	5400
3	6525	6790	7036	7284	7535	7738	8043	8299	5500
4	6725	6994	7265	7539	7818	8099	8385	8672	5600
5	6925	7204	7501	7803	8111	8423	8741	9062	5700
6	7125	7420	7745	8076	8415	8760	9112	9470	5800
7	7325	7643	7997	8359	8731	9110	9499	9896	5900
8	7525	7872	8257	8652	9058	9474	9903	10,341	6000
9	7725	8108	8525	8955	9393	9853	10,324	10,806	6100
10	7925	8351	8802	9263	9750	10,247	10,763	11,292	6200
11	8125	8602	9038	9592	10,116	10,657	11,220	11,300	--

APPENDIX B

Annual Play	\$130.00		
Cheerleading	\$100.00	Baseball Coach	\$200.00
Forensics	130.00	Basketball Coach	450.00
Yearbook	130.00	Assistant	350.00
Special Education	300.00	Track Coach	200.00
Football Coach	450.00	Jr. High Basketball	100.00
1. Assistant	350.00		
2. Assistant & Cross Country	200.00		