

1971-72

Elk Rapids 15-

6/30/72

ELK RAPIDS SCHOOLS

MASTER AGREEMENT

1971-72

ELK RAPIDS EDUCATION ASSOCIATION

AND

ELK RAPIDS BOARD OF EDUCATION

Elk Rapids Board of Education

RECEIVED

SEP 23 1971

OFFICE OF
PROFESSIONAL NEGOTIATIONS

8/12/71-6/30/72

MEA
1216 KENDALE
E. Lansing, MI 48823

AUGUST 1971
MASTER AGREEMENT

ELK RAPIDS BOARD OF EDUCATION

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 five 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 Chapter (including the National Education Association and the Michigan Education Association), such dues to be deducted in twenty equal installments beginning with the first pay period in September, and to be 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 Chapter 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

MASTER AGREEMENT

any employee or applicant for employment by reason of race, color, creed, marital status, sex or national origin, and that the provisions of this 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. The Administration shall have the same option, insofar as an additional administrative representative is concerned.
- D. No teacher shall be enjoined from exhibiting identification of membership in the Chapter either on or off the school premises.
- E. The Chapter 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.

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

MASTER AGREEMENT

dividing said duties on as nearly an equal basis as is possible.

- 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 area as assigned by building principal thirty minutes before classes begin in the morning and remain until fifteen minutes after the regular school day is ended. Accommodations will be provided if special teaching conditions exist.
- 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 expected to be in school on "Snow Days" by 10:00 A.M. A teacher who may find such attendance hazardous or impossible because of weather conditions shall call the building principal to be excused.
- D. A minimum of a half-hour duty free will be provided during the lunch hour for each Lakeland Elementary School Teacher.
- E. 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 educational program practicable for every boy and girl in the school district. This includes:

MASTER AGREEMENT

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

F. Teachers are encouraged to participate in activities of the school, such as:

- (1) Open house
- (2) P.T.O. Meetings
- (3) Public performances of children in plays, concerts, athletic activities, or other extra curricular activities. Passes to school events will be issued to the staff, said pass to include staff members and spouse only.

ARTICLE V

TEACHING ASSIGNMENTS AND CONDITIONS

- A. Assignments shall be made at the discretion of the administration and will be within the teacher's certification, except temporarily and/or for good cause.
- B. High School teachers and 7th and 8th grade teachers of the Middle School shall have one unassigned preparation period per school day as the schedule allows. The term "unassigned preparation period" shall be construed as allowing the use of this period for purposes other than preparation when deemed necessary in the judgment of the principal. Teachers shall receive eight 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 availability of qualified teachers, and the best interests of the district.

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.
- F. Elementary teachers (K through 4) and 5th and 6th grade teachers will be provided two preparation periods each day for a total of 30 minutes.
- G. It is the policy of the Board to consider first, in filling vacancies either on the teaching staff or in supervisory personnel, those members of the current teaching staff who may be qualified for the position. When conditions permit, the Superintendent will notify the President of the Association, who will, in turn, advise the members of impending vacancies. Any teacher in the system who desires a change in teaching assignment, or wishes to apply for any vacancy, shall submit the request for the same to the Superintendent in writing. If more than one application is received for any position, and the applicants otherwise have equal qualifications, the position may be awarded on the basis of experience and length of service in the district.
- H. If a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing current teaching certificates, with the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be preserved.

MASTER AGREEMENT

- (1) When a program is discontinued, the Board will make every effort to insure that separated personnel may be placed in other teaching situations.
- (2) Upon re-instatement of a discontinued program, the teaching position will be offered first to the teacher who previously held that position, and other teaching personnel who may have been re-located shall have the opportunity to return to previous positions as those positions become vacant.

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.

MASTER AGREEMENT

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

ARTICLE VII

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Education Profession, as published by the Michigan Education Association, defines criteria of professional behavior. It is expected that each teacher will conform to the provisions thereof. The Chapter accepts the responsibility of dealing with ethical problems in accordance with the terms of the Code.
- B. Alleged breaches of teacher discipline or of the Code of Ethics shall be reported promptly to the offending teacher and to the Chapter.

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. Not later than March first of the calendar year in which this contract expires, the Board and the Chapter shall mutually agree upon a date for the first meeting of their respective designated

MASTER AGREEMENT

representatives. At such first meeting, and at each subsequent meeting, the date and time for the succeeding meeting (or meetings) will be set, and the meetings will continue until a Master Contract, together with any Appendices, is agreed upon. The Master Contract shall be signed by the Board and by authorized personnel of the Chapter, and a copy thereof shall be given to each Board member and to each teacher.

- C. The Chapter and the Board shall each designate a representative (or representatives) to meet as a joint committee to negotiate to the extent required by Act 379 of the Public Acts of 1965.
- D. Meetings of the joint committee (other than the meetings as specified in 'B' above) shall be convened upon written request of either of the parties involved; namely, the Chapter or the Board. Requests for such meetings shall contain specific statements as to the reason for the request.
- E. Request for meetings under 'D' above shall be made in the following manner: (1) The Chapter shall file its request with the Secretary of the Board and the Superintendent of Schools, and (2), the Board shall file with the President of the Chapter and the chairman of their appointed negotiation committee. The meeting, so requested, shall be held at the earliest possible convenience.
- F. The specific statements as to the reason for calling a meeting, as provided for in 'D' above, shall be submitted by the requesting party to the other party not less than five school days prior to the meeting date.

MASTER AGREEMENT

ARTICLE IX

PHYSICAL EXAMINATIONS

- A. The Board agrees to reimburse each teacher in the maximum amount of six dollars (\$6.00) toward the costs of a physical examination from any qualified physician. As a condition of employment, the teacher shall submit a certificate of such examination to the Superintendent of schools before the opening day of school.
- 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

I. SICK LEAVE

- A. Sick leave shall be granted to a teacher in 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

MASTER AGREEMENT

case of injury or 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 eighty 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.

II. LEAVES

- A. In the event of death in the immediate family (father, mother, spouse, sibling 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.
- B. Teachers shall be allowed two days per year for personal business. Request for this leave is to be submitted to the Superintendent in advance for approval. Such leave shall be for reasons of business nature that cannot be transacted other than on school days. Request for leave two days prior to or immediately following holidays or vacations should not be submitted.
- C. Upon application from an individual teacher, the Board and the Superintendent will receive, evaluate, and mutually consider leaves of absence.

MASTER AGREEMENT

D. The Board shall grant a leave of absence for maternity reasons to any member of the bargaining unit who is under contract, upon written request for such leave, and upon proper certification of pregnancy by the employee's physician.

(1) It shall be the duty and responsibility of the employee to notify the administration of pregnancy. Notification of pregnancy shall be filed with a physician's statement as soon as possible following the third month of pregnancy.

(2) upon written request, reinstatement to service shall be made as soon as a position is available within the applicant's teaching area, and with the approval of a physician.

III. SABBATICAL LEAVE

- A. Upon request, a teacher who has been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave, without pay, for professional improvement for a one (1) year period.
- B. A teacher returning from sabbatical leave shall be restored to the former teaching position or to one of like nature, seniority, status and pay.
- C. The Board may limit the granting of such leaves to one (1) per year.

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

MASTER AGREEMENT

at least sixty days before the start of the ensuing year. The resignation will be acted upon at the regular meeting of the Board.

ARTICLE XII

TEACHER RETIREMENT AGE

- A. 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 XIII

GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers, or the Chapter, believing that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement, may file a written grievance with the Board. Such complaint shall set forth the alleged violation of a specific article and section of this agreement. The Board hereby designates as its representative for such purpose the Principal of each school building. All grievances must be signed by the aggrieved teacher or Chapter.
- B. If a teacher, group of teachers or the Chapter do not file a grievance in writing with the Principal or other Board representative within fifteen (15) school days after the occurrence then the grievance shall be considered waived.
- C. Within five (5) days of the receipt of the grievance the designated representative of the Board shall meet with the Chapter in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. The designated representative shall indicate his disposition of grievance in writing

MASTER AGREEMENT

- to the teacher and Chapter within five (5) days of such meeting.
- D. If the Grievant or the Chapter is not satisfied with the disposition of the grievance, or if no disposition has been made within the required five (5) days, the grievance shall be transmitted to the Superintendent, the Superintendent shall meet with the Chapter and shall indicate his disposition of the grievance within three (3) days of such meeting.
- E. If the grievant or the Chapter is not satisfied with the disposition of the grievance, or if no disposition has been made by the Superintendent within the three (3) days of such meeting, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board. The Board, no later than its next regular meeting may decide the grievance with or without a hearing, at its option, or may hear the grievance by committee, who shall make its recommendations to the Board for its decision thereon. Disposition of the grievance shall be made by the Board, in writing, within five (5) days after such meeting of the Board. Copies of such disposition shall be furnished the teacher or the Chapter.
- F. If the Board of Education, the aggrieved teacher and the teacher organization 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 (10) days after the decision of the Board, be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education

MASTER AGREEMENT

within said ten (10) day period. If not so delivered the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under rules of the American Arbitration Association. The teacher, the group of teachers, or the Chapter, the Board of Education, the Arbitrator and the Arbitration shall be subject to the following, which shall control if there be conflict with a rule of the Arbitration Association:

- (1) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
- (3) It shall not be within the jurisdiction of the Arbitrator to change any existing wage rate, or to establish a new wage rate nor to rule on the Board of Education, the Superintendent or Principal's right to manage and direct the work of a teacher or teachers unless there is contained in this Agreement a specific limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.
- (4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided; however, such facts or material must have been discussed during the grievance procedure preceding appeal to arbitration.

MASTER AGREEMENT

- (5) The Arbitration Association's administrative fee and other charges and the Arbitrator's charges for his services shall be shared equally by the Board of Education and the Chapter. The parties shall each bear his own expense in conjunction therewith.
 - (6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding.
 - (7) The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact reasoning and conclusions on the issues submitted.
- G. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
- H. Any individual employee at any time may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the bargaining contract or agreement then in effect if the bargaining representative has been given the opportunity to be present at such adjustment.

MASTER AGREEMENT

- I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
- (1) The termination of services of or failure to reemploy any probationary teacher.
 - (2) The placing of a non-tenure teacher on a third year of probation.
 - (3) Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended.)
- J. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of both parties.
- K. If any provision of this Agreement shall be found contrary to law, that provision shall be considered void but all other provisions shall continue in full force and effect.

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.

MASTER AGREEMENT

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 this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not 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 ¹⁸~~27~~, 1971, shall continue in full force and effect without change until June 30, 1972.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chairman, Negotiating
Committee

By _____
Chairman, Negotiating
Committee

SALARY SCHEDULE

ELK RAPIDS SCHOOLS
APPENDIX A

1971-72

Step	BA	MA
1	7,612	8,242
2	7,898	8,631
3	8,184	9,019
4	8,469	9,408
5	8,755	9,796
6	9,040	10,185
7	9,326	10,573
8	9,612	10,962
9	9,897	11,350
10	<u>10,183</u>	11,739
11	10,468	12,127
(12 and over)	10,663	12,358

CREDIT HOURS to be paid at the rate of fifteen (15) dollars per hour over degree, with maximum of thirty (30) hours recompensed, (semester hours). Ten (10) dollars per month shall be credited to each teacher for insurance.

APPENDIX B

Annual Play	\$234.00
(two plays)	389.00
Cheerleading	200.00
Forensics	312.00
Yearbook	225.00
Special Education	300.00
Head Football Coach	725.00
Jr. Varsity Football Coach	435.00
Head Basketball Coach	725.00
Jr. Varsity Basketball Coach	435.00
Head Baseball Coach	290.00
Head Track Coach	290.00
Cross-Country Coach	217.50
Jr. High Basketball Coach	290.00
Athletic Director Administrator	290.00

It is understood, and mutually agreed upon, that certain sections of the MASTER AGREEMENT are contingent, in the 1971-72 school year, upon the approval of four (4) mills extra voted for operation.

- (1) ARTICLE IV - D: If the millage is not approved, there can be no guarantee of the one-half hour duty free for each Elementary teacher each day.
- (2) ARTICLE V - B: Scheduling will be done on the basis of providing the one unassigned period if the millage is approved; except that, in case of necessity, the period may have to be assigned periodically on a duty roster basis.
- (3) ARTICLE V- F: This section will be implemented provided the millage is approved, as it will permit the re-hiring of Aides. If the vote is negative, an attempt will be made, on a 'duty-roster' plan, to provide these periods as frequently as possible, if not daily.

SCHOOL CALENDAR

ELK RAPIDS SCHOOLS
APPENDIX D

1971-72

AUGUST	30	School starts
SEPTEMBER	6	Labor Day - no school
	29	Business Educational Day (Contractual day)- No School
NOVEMBER	3-5	Parent-Teacher Conferences (K-4)* $\frac{1}{2}$ day sessions
	25-26	Thanksgiving Vacation
DECEMBER	21	(3:30 P.M.) Christmas Vacation begins
JANUARY	3	School resumes
	21	Record Day - No School (Contractual Day)
MARCH	27-28	Parent-Teacher Conferences (K-4)* $\frac{1}{2}$ day sessions
	31	Good Friday - No School
APRIL	3-7	Easter Vacation
MAY	29	Memorial Day
JUNE	9	Record Day - No School - (Contractual Day) - School closes

*NOTE: The Cherryland (Middle) School will also have Parent-Teacher Conference Days ($5\frac{1}{2}$ Days to be scheduled at a date other than those for Lakeland - K-4).

TOTAL - 187 Contracted Days