

June 30, 1976

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GRS  
Rapid  
Board of Education

Employment Relations Commission  
400 Trust Building  
Grand Rapids, Michigan 49502

JULY 1974

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 personnel under contract, but excluding supervisory and executive personnel, office, clerical, 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.

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- 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 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 instruction 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

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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. Each teacher shall have the right upon request, to review the contents of his own personnel files maintained at the teacher's school or in the office of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or his designee.

(1) Privileged information, such as confidential credentials and related personal information normally sought at the time of employment are specifically exempted from review. The administrator, or his designee, shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

(2) Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to

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become a matter of written record shall be called to the teacher's attention. The teacher involved is entitled to know the identity or source of all such complaints.

- (3) Any material, relative to a teacher's conduct, service, character or personality shall not be placed in either the teacher's building personnel file or in his personnel file in the office of the Superintendent, unless the teacher and principal have signed and received a copy of the material to be filed.
- (4) The teacher shall have the right to answer any material contained in the files, and his written response shall be attached to the file copy. In the event that charges made against a teacher are proven to be without substance, such teacher shall have the prerogative of deciding what shall be done with the record of such charges.

- E. No teacher shall be enjoined from exhibiting identification of membership in the Chapter.
- F. 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. Teachers will be paid on a bi-weekly basis. Teachers may elect to

## MASTER AGREEMENT

have their salary computed for twenty-one (21) or twenty-six pay days. No change in the number of pays will be allowed after 30 days employment without the Superintendent's approval.

- 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 building thirty minutes before classes begin in the morning and in areas assigned by the principal and remain until fifteen minutes after the regular school day is ended. Accommodations will be provided if special teaching conditions exist.
- B. Teachers 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", except when such attendance would be hazardous because of weather conditions. Teachers shall report to work by 10:00 A.M. unless notified to the contrary by the Superintendent of Schools.
- D. A minimum of a half-hour duty free time will be provided during the lunch hour for each teacher.
- E. It is the responsibility of each individual teacher, as well as the Board of Education to provide the highest quality educational program practicable for every student in the school district.

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Teachers shall attend the following activities:

1. Staff meetings
2. Faculty meetings
3. Open house in the building in which they are assigned
4. Parent-Teacher conferences
5. School sponsored parent meetings
6. Supervision of students under the control of a teacher that are involved in after school public performances or activities open to the public
7. P.T.A. or P.T.O.

F. Services to be rendered by teachers on a volunteer basis, without additional compensation are:

1. Class advisors
2. Student council advisors
3. Club advisors

If a teacher does not volunteer for any of these positions the building principal shall appoint a teacher to the vacant position.

G. Teachers are encouraged to attend all student activities.

## ARTICLE V

### TEACHING ASSIGNMENTS AND CONDITIONS

- A. Assignments and/or transfers 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. Teachers shall receive eight dollars (\$8.00) 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 part of an effective instructional program. The Board will keep class sizes at a level commensurate with the best interests of the students.

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- D. The Board will endeavor to provide the necessary teaching tools, tests, equipment, supplies, and building maintenance to insure the effectiveness of the educational program as prescribed by the Board.
- 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 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 thirty minutes preparation time each day.
- G. The Board will 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 will 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.



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- (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) Teachers will be recalled in reverse order of lay-off. Any teacher laid off because of program cuts will be returned to a new or similar position for which he is certified or qualified.

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.

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ARTICLE VII

PROFESSIONAL BEHAVIOR

- A. The Chapter and its members recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. Therefore, the Board and the Chapter agree in keeping with the ethics of the teaching profession that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Chapter and its members agree that during the term of this agreement they will not authorize, instigate, participate in, encourage or support any strike or any other form of work cessation or interruption of professional services and pledge themselves to the purpose of insuring continuation of the established educational program of the district.

ARTICLE VIII

NEGOTIATION PROCEDURES

- A. 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 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.

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- B. 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.
- C. Meetings of the joint committee (other than the meetings as specified in 'A' 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.
- D. Request for meetings under 'C' 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.
- E. The specific statements as to the reason for calling a meeting, as provided for in 'C' above, shall be submitted by the requesting party not less than five school days prior to the meeting date.

## ARTICLE IX

### PHYSICAL EXAMINATIONS

- A. The Board agrees to recompense up to, but not to exceed \$12.00 towards the cost of the school required physical for all faculty members except those subscribing to the MESSA Super Med II insurance. As a condition of employment, the teacher shall submit a certificate of such examination to the Superintendent of Schools before the opening of school.
- B. The Board may require any teacher to submit to a physical and/or

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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 examination 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

LEAVES

A. Sick Leave

1. Sick leave shall be granted to a teacher in the following circumstances:

- a. Personal illness.
- b. Physical incapacity to teach.
- c. 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.
- d. Illness in immediate family.
  1. Immediate family is defined as spouse and children.
  2. Absence without loss of salary shall be allowed not to exceed three days in any school year for illness in the immediate family. Such absence shall be deducted from the teacher's sick leave.

2. Each teacher shall be allowed ten days sick leave each year, with full pay, in case of non-compensable injury or illness. In the 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. Absence due to injury incurred on the job in the course of the teacher's employment shall not be charged against the teacher's sick leave days.

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3. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of ninety days is reached.
4. 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.
5. 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.

### B. Emergency Sick Bank

1. The sick bank shall be made available to professional staff members with the exception of principals and central office administrators.
  - a. First year teachers must work a minimum of 30 calendar days to be eligible for benefits under this plan.
  - b. Part-time employees shall contribute to the Fund and share in its benefits on a pro-rated basis.
2. At the beginning of each school year each teacher shall be credited with ten (10) sick leave days; one (1) of which shall be contributed to the sick bank.
3. A contributing employee may draw upon this sick bank only after the employee's accumulated sick leave has been exhausted.
4. The maximum benefits an employee may receive under this plan is eighty (80) working days in any one school year.

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5. If an employee exhausts the maximum benefits, in order to be eligible again under this plan, he must return to work for one semester.
6. This plan does not include coverage for pregnancy or related conditions.
7. An employee making a claim under the provisions of this plan must be under the care of a physician and provide written proof to this effect.
8. The Sick Leave Bank shall be administered by one (1) person designated by the Superintendent and one (1) person designated by the President of the Elk Rapids Education Association; these people shall be the Sick Leave Bank committee which shall administer all matters related to the Sick Leave Bank. The Superintendent shall be informed of all decisions of the committee.

### C. Leaves

1. Death in the Immediate Family - The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grand-children, father and mother-in-law, and grand parents.
2. Teachers shall be allowed two (2) days per year for personal business. Request for this leave is to be submitted to the principal in advance for approval. Such leave shall be for business reasons only that cannot be transacted other than on school days; nor shall such leave be granted for recreational purposes.

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Two additional days for personal business may be granted with pay for substitute to be deducted from the teacher's per diem rate. The requests must have the prior approval of the Superintendent of Schools.

3. Upon application from an individual teacher, the Board and the Superintendent will receive, evaluate, and mutually consider leaves of absence.

4. Maternity Leave

- a. Maternity leave without pay is available to female teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.
- b. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement. At that time a written request for maternity leave shall be submitted to the Board.
- c. The teacher may continue teaching as long as she can carry out her regularly assigned responsibilities. The teacher's physician will furnish a statement to this effect.
- d. The teacher shall be eligible to return from maternity leave upon filing a physician statement that she is physically fit for full-time employment.
- e. Reemployment will commence upon the date set by the Board

## MASTER AGREEMENT

which shall not be later than the beginning of the first semester following the date the teacher was declared eligible for reemployment.

- f. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave.
- g. Failure to return from a maternity leave on a date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and teacher prior to said date.
- h. Failure to apply for a maternity leave as hereinabove specified may be grounds for the termination of employment when the teacher can no longer perform her duties.
- i. Maternity leave will be granted without pay. Experience credit and sick leave will not accumulate except in those cases where the employee has fulfilled 100 days of that year's contract.

### D. Sabbatical Leave

- 1. Sabbatical leave is a leave from professional duties to pursue a full time, planned academic program or educational experiences approved by the Superintendent at an accredited college or university. The program shall be designed to improve the teacher's professional competencies.
- 2. Provisions
  - a. Sabbatical leave may be granted to a teacher who has completed no less than seven (7) consecutive years of



## MASTER AGREEMENT

service to the district in a professional capacity.

An individual may qualify for more than one sabbatical leave provided that a period of at least seven (7) years of professional service occurs between each leave.

- b. A sabbatical leave may be granted for one (1) or two (2) semesters.
- c. Not more than one percent (1%) of the teachers may concurrently be on sabbatical leave.

### 3. Application and Selection

- a. Application for sabbatical leave shall be made in writing to the Superintendent at least 90 calendar days prior to the anticipated leave commencement date. The application shall include specific details concerning the academic program to be pursued.
- b. Selection will be made by the Board of Education based on the following criteria:

1. Length of professional service to the district.
2. Extent to which the proposed academic program will benefit the teacher and the school district.
3. Equitable distribution of sabbatical leaves among the various grade levels and departments of the district.
4. Availability of a suitable replacement.
5. Order in which applications are received.

### 4. Benefits

- a. Individuals granted sabbatical leave shall receive an amount equal to one-half ( $\frac{1}{2}$ ) the salary to which they would be entitled if on regular duty not to include pay for duties listed in Appendix B of this agreement.

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- b. Increment on the salary schedule shall accrue.
- c. Sick leave shall accrue at the rate of one-half ( $\frac{1}{2}$ ) of the regular sick leave.
- d. The Board will pay one-half ( $\frac{1}{2}$ ) of the health insurance premiums during the duration of the leave.

5. Return Requirements

- a. Upon completion of sabbatical leave, the teacher shall render three (3) years' professional service to the district.
- b. Written proof of successful completion of the academic program or the educational experiences outlined in the leave application shall be presented to the Superintendent upon completion of the leave.
- c. Failure to comply with the requirements of this section will cause the teacher to forfeit the right to return to the district and to repay immediately, in full, all salary and the cost of paid benefits received during the leave.

6. Upon return from sabbatical leave, the teacher shall be placed in a position the same as, or similar to, the one held prior to the leave.

E. Jury Duty

- 1. A teacher called for Jury Duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations.

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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. 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 designated 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 five (5) school days after the occurrence then the grievance shall be considered waived.

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- 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 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 within five (5) days, 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 within five (5) days. 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. 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

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be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education 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.

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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.

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I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The placing of a non-tenure teacher on a third year of probation.
2. 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.

ARTICLE XIV

EXPERIENCE FACTOR

- A. Teachers will be given credit for up to five steps for outside teaching experience or other similar experience upon approval of the Superintendent of Schools. 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. 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 teacher's 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 its sister agencies, or a college or university recognized by them.
  3. All credits for pay increments must average, by increment, a grade of B or better.
- C. Changes in increments occurring at the beginning of the second semester shall be compensated at 50% of the yearly increment.

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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 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



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and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

ARTICLE XVII

MISCELLANEOUS

- A. This Agreement incorporated 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. 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.

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ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement dated July 1, 1974 shall continue in full force and effect 1974-75 and 1975-76 without change until June 30, 1976 with the exception of Appendix A, B and the calendar or any other mutually agreed upon item which shall be negotiable for the 1975-76 school year. The above named items and the school calendar shall not continue to be a binding part of this Agreement after June 30, 1975 without mutual ratification by both parties.

EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman  
Negotiating Committee

BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman  
Negotiating Committee

APPENDIX A

ELK RAPIDS SCHOOLS

MASTER AGREEMENT

1974-76

ELK RAPIDS EDUCATION ASSOCIATION

AND

ELK RAPIDS BOARD OF EDUCATION

## APPENDIX A

## SALARY SCHEDULE

## ELK RAPIDS SCHOOLS

1974-75

| STEP        | BA     | MA     |
|-------------|--------|--------|
| 1           | 8,760  | 9,400  |
| 2           | 9,130  | 9,820  |
| 3           | 9,500  | 10,240 |
| 4           | 9,870  | 10,660 |
| 5           | 10,240 | 11,080 |
| 6           | 10,610 | 11,500 |
| 7           | 10,980 | 11,920 |
| 8           | 11,350 | 12,340 |
| 9           | 11,720 | 12,760 |
| 10          | 12,090 | 13,180 |
| 11          | 12,460 | 13,600 |
| 12 and over | 12,830 | 14,020 |

1. Credit hours to be paid at the rate of fifteen (15) dollars per hour beyond degree with a maximum of 30 hours recompensed.
2. The Board shall pay the health care premiums for each full-time member of the professional staff up to and including full family coverage subject to the following provisions:
  - a. Blue Cross/Blue Shield MVF-1, Rider D and all options included in the 1973-74 coverage or
  - b. MESSA Super Med<sup>2</sup>
  - c. Employees not wishing health insurance paid by the Board of Education may apply the equivalent of the Blue Cross/Blue Shield single subscriber premium toward any of the options provided by MESSA

## APPENDIX B

1974-75

|                              |       |                                 |       |
|------------------------------|-------|---------------------------------|-------|
| Annual Play                  | \$264 | Pom-Pom Girls Sr. High          | \$240 |
| Two Plays                    | \$440 |                                 |       |
| Debate                       | \$300 | Girls Track                     | \$352 |
| Forensics                    | \$176 | Middle School Basketball<br>7+8 | \$352 |
| Cheerleading Sr. High        | \$352 | Middle School Basketball<br>5+6 | \$240 |
| Middle School                | \$240 |                                 |       |
| Yearbook Advisor             | \$352 | Middle School Track             | \$240 |
| Athletic Director            | \$640 |                                 |       |
| Varsity Football Coach       | \$880 |                                 |       |
| Assistant Football Coach     | \$528 |                                 |       |
| Varsity Basketball Coach     | \$880 |                                 |       |
| Varsity Baseball Coach       | \$400 |                                 |       |
| Varsity Track Coach          | \$400 |                                 |       |
| Cross Country Coach          | \$320 |                                 |       |
| J.V. Football Coach          | \$528 |                                 |       |
| 9th Grade Basketball Coach   | \$352 |                                 |       |
| J.V. Basketball Coach        | \$528 |                                 |       |
| Wrestling Coach              | \$352 |                                 |       |
| Tennis Coach                 | \$352 |                                 |       |
| Girls Basketball Coach       | \$528 |                                 |       |
| Golf Coach                   | \$352 |                                 |       |
| Middle School Football Coach | \$264 |                                 |       |
| Adult Education              | \$300 |                                 |       |
| Intramural Program           | \$275 |                                 |       |
| Band                         | \$350 |                                 |       |
| Vocal Music                  | \$160 |                                 |       |

1. The positions will be filled only upon the recommendation of the administration.
2. The Board of Education will review these positions annually.