

1966-67

FRUITPORT COMMUNITY SCHOOLS  
Fruitport, Michigan

PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1966 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Chapter of the Michigan Education Association, hereinafter called the "Chapter":

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Chapter as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

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M. E. A.

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E. LANS., MI.

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## ARTICLE I

### Recognition

A. The Board hereby recognizes the Chapter as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional teaching personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers in lieu of contract teachers, guidance counsellors, librarians, advising or critic teachers, employed or to be employed by the Board, but excluding supervisory and executive personnel and office and clerical employees, custodial and transportation personnel, school lunch personnel, teacher aids and all other non-teaching personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Chapter in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Chapter for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Chapter, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Chapter has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments, excluding fines, of the Chapter (including the National Education Association and the Michigan Education Association).

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board so represented by the Chapter, shall have the right freely to organize, join and support the Chapter for the purpose of engaging in collective bargaining or negotiation and other concerted 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 will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Chapter, his participation in any activities of the Chapter or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Chapter either on or off school premises, provided that the same shall be of a size and character consistent with good taste and maintaining the dignity of the teaching profession.

Bulletin boards and other established media of communication shall be made available to the Chapter and its members for the purpose of publicizing meetings of the Chapter and other non-controversial matter. Any matter which might be controversial may be so publicized only with prior approval of the Superintendent of Schools.

D. The Board agrees to furnish to the Chapter in response to reasonable requests from time to time such bargaining information as may be pertinent and relevant to matters under negotiation, or relevant for the preparation of proposals by the Chapter at a time when this collective-bargaining agreement may be open for negotiations, or such other bargaining data as may be required by law. The Board reserves the right to furnish such data in the manner and in the form available to it without encountering undue additional expense.

ARTICLE III

Salary Proposal 1966 - 1967

A. Any teacher not reporting for work shall lose 1/195 of salary per day.

B. The Board recognizes 7 years outside teaching experience of the salary scale.

C. Salary Schedule.  
(See Appendix A)

## ARTICLE IV

### Teaching Hours

A. The standard work week of teachers shall be Monday through Friday, and the Board shall establish a schedule of uniform hours of work, which may vary between elementary schools, junior high schools and the senior high school. The schedule will remain in effect until such time as a revised uniform schedule, subject to the same variations, is established by the Board.

B. While the performance of professional duties cannot be put on a clock-hour basis, it is understood that the individual teacher will not be required to remain in the school building, except for emergencies, more than one-half hour after dismissal of the last class of the day, unless professional duties require all teachers of the building or department to remain for a longer period.

C. The school year shall consist of 39 weeks beginning on August 29, 1966 and ending June 9, 1967. The weeks of Christmas and Easter vacation are not included in the total of 39 weeks.

## ARTICLE V

### Teaching Loads and Assignments

A. The normal teaching load in the senior high school will consist of an average of five daily teaching periods and one period of preparation, or the equivalent thereof. The normal teaching load in the junior high school, operating on a seven-period day, will consist of six assigned periods daily and one period of preparation or the equivalent thereof.

The normal teaching load in the elementary schools will be approximately five and one-half hours of classroom duties daily, or the equivalent thereof.

The Board shall determine the equivalence for employees in the bargaining unit who are assigned to non-classroom duties, such as librarians, guidance counselors, etc.

B. Insofar as is practicable teachers shall not be assigned without their consent, except in emergencies, outside of the scope of their teaching certificates and their respective major or minor fields of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. The provisions of Section A through Section C of this Article shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment term, and thereafter only in the case of emergencies or other extraordinary conditions. In the event of such emergencies or extraordinary conditions the Chapter will be notified of the deviation or exception and the reasons for the same. In the event of any disagreement between the Board and the Chapter respecting whether or not an emergency or extraordinary condition then exists, the matter may be processed through the professional grievance negotiation procedure of this Agreement.

## ARTICLE VI

### Teaching Conditions

The parties recognize that the primary duty or responsibility of the teacher except for such employees in the bargaining unit as are assigned to non-classroom duties, such as for example, librarians and guidance counselors, is to teach, and the Board and the Chapter consider it to be a desirable objective to make maximum utilization of the teacher's professional skills to the fullest extent practicable.

A. Since the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes should be lowered whenever feasible giving due consideration to the availability of classrooms and the financial resources. The following shall be used as guidelines:

Insofar as is practicable, the normal teaching load in the senior high school shall be established or adjusted with reasonable dispatch to a teaching load not in excess of that recommended for secondary schools by the North Central Association of Secondary Schools and Colleges. The same standards will be applicable to the junior high schools. Insofar as is practicable, the teacher load in the elementary schools shall be established or adjusted with reasonable dispatch to a maximum of 30 students in grades K-3 and to 32 students in grades 4-6. The provisions of this section shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment period, or by reason of the necessity of physical facilities. It is recognized that other exceptions may be desirable whenever it is necessary to work with larger groups of students, such as for example, in physical education, band and chorus classes, with respect to which the student teacher load may be adjusted to the size that can be accommodated in the school facilities.

B. Under no conditions shall a teacher be required as a part of the work of a teacher to drive a school bus.

C. To the extent practicable, the Board of Education will make available in each school building adequate lunchroom, restroom and lavatory facilities exclusively for teacher use (including use by school employees not within the bargaining unit), and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

D. Teachers shall be permitted to place out-going non-toll calls on the office telephones in their buildings but it is expected that personal, non-emergency calls will be held to a minimum. Teachers will be given "to call" messages on incoming calls, to be returned by the teacher outside of classroom hours, but will be given immediate opportunity to return calls relating to grave emergencies, such as death, or serious illness or injury of a close relative.

E. To the extent practicable, parking facilities shall be made available to teachers, with an area designated for use by teachers and employees who are not within the bargaining unit. While the Board will maintain such parking facilities as required in its discretion, it is agreed that such parking space is made available for use by the teachers on a voluntary basis, and not as a condition of employment, that the Board assumes no new additional liability respecting parking facilities or their use by teachers as a result of any provision of this agreement, and that parking will be at the teacher's own risk of loss or damage except as otherwise provided by law without regard to the provisions of this agreement.

F. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages will be installed at the request of the Chapter, the proceeds to be used for the existing Teachers Scholarship Fund. The location of these vending machines shall be subject to approval by the Board of Education.

G. Elementary faculty shall have one-half paid record day between semesters and the secondary faculty shall have one paid record day between semesters.

H. Every teacher in both elementary and secondary schools shall be provided with the necessary teaching equipment, such as a file for teaching records and a desk.

I. All teachers shall be entitled to a duty-free uninterrupted lunch hour of 30 minutes or more which shall be equivalent to the lunch hour of the student.

J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership or non-membership in or association or non-association with the activities of any employee organization. The Board and the Chapter pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.



## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the teachers and provide for appropriate posting in every school building.

B. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board recognizes a responsibility to consider applicants from within the teaching staff when filling vacancies at all levels of professional employment.

## ARTICLE VIII

### Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE IX

### Sick Leave and Leaves of Absence

#### A. Definition of Terms:

"Immediate Family" shall include father, mother, husband, wife, child, sister, brother or other member in the immediate family who has stood in the same relationship with the employee as any of these.

"Relative" shall include grandparent, parent-in-law.

"Per Diem basis" shall be that amount obtained by dividing the contractual salary by 195.

#### B. Sick Leave:

Teachers who are employed at the beginning of the school year shall be allowed ten (10) days of sick leave per year which can be accumulated up to 100 days.

C. In addition to personal illness or injury, sick leave may be used for the following purposes:

1. A maximum of three (3) days per year (non-accumulative) for illness in the immediate family. An additional two (2) days per year (non-accumulative) may be used for critical illness in the immediate family.

2. A maximum of two (2) days per year (non-accumulative) for personal business. Application for personal leave will be made at least 24 hours before taking such leave. Permission for such leave must be obtained from the Superintendent's office through the principal involved. Examples are: Legal business, household or family matters which require absence during school hours; emergencies, catastrophies, fire, accidents; marriage or graduation of a member of immediate family.

3. Leaves of absence with pay not chargeable to sick leave shall be granted for:

Absence when teacher is called for jury service. This shall be limited to (20) days.

Court appearance as a witness in any case connected with the teacher's employment or the school.

Approved visitation at other schools or for attending educational conferences or conventions. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

4. Leave of absence without pay shall be granted for:

Maternity to any regularly employed staff member who has been employed two years or more, upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall be for a period of one full school year and may be renewed at the discretion of the Board. The application shall be filed not more than two months after pregnancy has been determined. The employee shall terminate her work upon request by the superintendent.

Up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Article of this Agreement.

The purpose of performing duties for the Chapter to teachers who are officers of the Chapter or are appointed to its staff. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

Military leave to any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge, in accord with Military Re-employment Act.

Study related to the teacher's license field.

Study to meet eligibility requirements for a license other than that held by the teacher.

Study, research or special teaching assignment involving probable advantage to the school system.

5. Leave of absence shall be granted for death in the family. This shall not be charged against accumulated sick leave.

Not more than five (5) days caused by death in immediate family.

Not more than three (3) days caused by death of relative.

Not more than one (1) day for brother-in-law or sister-in-law.

## ARTICLE X

### Teacher Evaluation

A. The Chapter and the Board of Education agree that the evaluation of the work of teachers is the responsibility of the administration.

B. All monitoring or observation of the work performance shall be conducted openly and with full knowledge of the teacher. This does not preclude the use of modern techniques and devices provided these are known to the teacher.

C. Each teacher shall have the right, upon written request, to review the contents of his own personnel file. A representative of the Chapter may be requested to accompany the teacher in such review. This review shall be made in the presence of the administrator in charge. Privileged information such as credentials and other related personal references are exempted from review and shall be removed by the administrator in charge prior to the review by the teacher.

D. The probationary teacher shall have at least two formal evaluations a year - one before December 1 and the second before February 15 of the current school year. Each evaluation must be preceded by an observation in the classroom of at least 15 minutes. Following the classroom observation, the evaluation form shall be reviewed in conference between the principal and the probationer. The form shall be signed by the principal and the probationer. Upon completion of the principal-probationer conference, copies of the written evaluation shall be provided the probationer upon request. There shall be at least one regular evaluation conference and a written evaluation for temure teachers.

## ARTICLE XI

### Protection of Teachers

A. All of the rights granted to teachers in any or all of the sections of this Article, entitled "Protection of Teachers", are subject to the condition precedent that the teacher shall have conducted himself or herself in accordance with established policies, practices or rules of the Board of Education with respect to the maintenance of control and discipline in the classroom or elsewhere while the teacher stands in loco parentis to the pupil.

The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Such policies, practices and rules respecting reasonable control and discipline, support and assistance, as established by the Board of Education, will be applied to all teachers without discrimination. It shall be the responsibility of the teacher to disclose promptly in writing to the principal, or other administrator designated by the Board, any conduct of a student during any period when the teacher is in control of the student which may cause the teacher reasonably to believe that the student is emotionally disturbed; and it shall likewise be the responsibility of the teacher to disclose promptly in writing to the principal, or other such administrator, the desire to revoke any such report, whenever it reasonably appears to the teacher, who has filed such a report, that the report was filed by mistake or in error, or that the teacher otherwise reasonably believes that the student was not emotionally disturbed, or that it is not likely that the student will again become emotionally disturbed. Whenever it appears to the Administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel or other professional persons, selected by the Administration in accordance with the policies, practices and appointments established by the Board, the Administration will take reasonable steps to relieve the teacher of responsibilities with respect to such student during the period, if any, that it is reasonably determined by the Administration that such student should be withdrawn from the responsibility of the teacher. If there should be any question respecting whether or not the Administration has acted reasonably thereon, and in accordance with such policies, practices and appointments, the issue thereon may be a matter of grievance under this agreement. The provisions of this paragraph shall be construed consistently with the statutory obligations of the Board of Education, including, among others, the laws respecting compulsory school attendance, and with due regard for the relationship of the public schools to the Probate Court.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. The Board of Education will reimburse the teacher for the lesser of the cost of repair or the fair market value of clothing or other personal property, which a teacher customarily is expected to bring to the premises in the performance of teaching duties, provided such clothing or such other property is lost, damaged or destroyed by wrongful act of any person on the school premises or while the teacher stands in loco parentis to the pupil, provided that the loss, damage or destruction is not wholly or in part due to the teacher's own negligence, or violation of the Board's rules, practices or procedures, and provided, further, that no reimbursement will be made for normal wear and tear. The Board will maintain Workmen's Compensation for teachers in accordance with the laws of the State of Michigan.

E. Any complaints by a student or a parent of a student directed toward a teacher, which after investigation (if an investigation is deemed necessary) by the Administration is not dismissed as being of no consequence, shall be promptly called to the teacher's attention and the teacher shall be supplied with the name of the student or parent making the complaint.

## ARTICLE XII

### Negotiation Procedures

A. Not later than March 1 of the calendar year in which this Agreement expires, both parties agree to negotiate a successor agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Chapter, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and made concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board.

## ARTICLE XIII

### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Chapter believing that there has been violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within five school days. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of 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. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted within five days to the Superintendent, who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove it.

(\*Insert line below here) review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted by the superintendent to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. At the next meeting of the Board from receipt of the grievance the Board shall pass upon 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, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Chapter, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

(\* If the grievance shall be denied by the Superintendent, either upon)



## ARTICLE XV

### Miscellaneous Provisions

A. The Board agrees to endeavor at all times to maintain an adequate list of degreed substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 AM to report unavailability for work and reason for same. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Both parties agree to recognize the Code of Ethics of the Education Profession as the acceptable criteria of professional behavior.

C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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

## ARTICLE XVI

### Duration of Agreement

This agreement shall be effective on  
in effect until June 10, 1967.

and shall continue

MANAGEMENT RIGHTS CLAUSE

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

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

APPENDIX A

Salary Schedule

	<u>60-89 hours</u>	<u>90-Degree</u>	<u>Degree</u>	<u>Master</u>
0	4200	4500	5400	5800
1	4375	4675	5637	6037
2	4550	4850	5874	6274
3	4725	5025	6111	6511
4	4900	5200	6348	6748
5	5100	5375	6585	6985
6	5300	5500	6822	7222
7	-	5725	7059	7459
8	-	5900	7296	7696
9	-	-	7533	7933
10	-	-	7770	8170
11	-	-	8007	8407