

Fruitport B

1971-72

MASTER AGREEMENT

Between The

FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

And The

FRUITPORT EDUCATION ASSOCIATION

Fruitport

Bo of Educ.

M.E.A.

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Fruitport Community Schools
Fruitport, Michigan
1971 - 72

8/31/71-6/9/72

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AGREEMENT

This Agreement entered into this 11th day of November 1971 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport District of the Michigan Education Association, hereinafter called the "District":

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:

ARTICLE I

Recognition

A. The Board hereby recognizes the District as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan 1965, for all certified teaching personnel under contract, including personnel on tenure, probation, classroom teachers, substitute teachers in lieu of contract teachers, guidance counselors, librarians, advising or critic teachers, employed by the Board, but excluding supervisory and executive personnel and office and clerical employees, transportation personnel, school lunch personnel, teacher aides and all other non-teaching personnel. The term "teacher", by the District 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 and/or individual other than the District for the duration of this Agreement.

C. Within 30 days of hire, all teachers will sign and deliver to the Board of Education an assignment authorizing deduction of membership dues or assessments or the equivalent thereof, excluding fines of the District (including MEA, NEA and FEA dues); this assessment to go to the FEA or the FEA Scholarship Fund.

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 Michigan 1965, the Board hereby agrees that every employee of the Board so represented by the District, shall have the right freely to organize, join and support the District for the purpose of engaging in collective bargaining or negotiating 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 District, his participation in any activities of the District 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. (Nothing herein shall require any teacher to be a member of or participate in the activities of any organization such as the District, or similar bargaining agent).

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Employment Relations Commission, or a mediator from such public agency. Arbitration may be employed by mutual agreement of the Board and the District, in the event of an impasse.

C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the District 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 District and its members for the purpose of publicizing meetings of the District and other District business. Any matter which might be detrimental to the school district may be so publicized only with prior approval of the Superintendent of Schools.

D. The Board agrees to furnish to the District, in response to reasonable requests from time to time, such bargaining information as may be pertaining and relevant to matters under negotiation, or relevant for the preparation of proposals by the District 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 to the District only after the data has been presented to the Board at a regular meeting or after the data has been presented by the Board to another governmental agency. This information is to be available following the Board meeting. The Board further reserves the right to furnish such data in the manner and form available to it without encountering undue additional expense. All original records of the Board shall be examined only at the office of the Board of Education.

E. The District is offered the opportunity to participate in curriculum study and changes regarding the education of children.

ARTICLE III

Management Rights

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 grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all 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;
- (6) To issue teaching contracts for the next teaching year to Probationary Teachers at any time prior to the expiration of this contract.

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 thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV

Salaries

- A. Any teacher not reporting for work shall lose 1/185 of his salary per day, providing his absence is not permitted under the terms of this Agreement.
- B. The Board recognizes seven (7) years of outside teaching experience on the salary schedule.
- C. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereto.
- D. The teacher who receives his or her degree and the teacher who receives an advance degree during the school year shall be put on the appropriate schedule as of the date of the degree. As soon as the requirements for the advance degree have been completed it shall be the duty of the teacher concerned to cause the institution involved to inform the Board by letter of the degree earned and the date thereof.
- E. Each employee shall have the option of receiving full Super Med Health Insurance for twelve (12) months at rates in effect on October 1, 1971, or optional coverages not to exceed \$18.04 per month.
- F. A senior high school teacher who teaches an extra class shall be paid an additional one-sixth of his salary. A middle school teacher shall be paid an additional one-seventh of his salary.
- G. A teacher asked by the Board to do substitute teaching during preparation period shall be paid at the rate of \$5.00 per hour.

ARTICLE V

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, the middle school 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. The District is offered the opportunity to participate in establishing uniformity of hours and uniformity of work loads.

Recognizing that the staff has many responsibilities outside of school hours, a teacher shall not be expected to attend more than two (2) meetings a week after regular dismissal time.

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 15 minutes after dismissal of the last scheduled class of the day, unless professional duties require all teachers of the building or department to remain for a longer period.

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.

Teachers with non-teaching time during the school day will be permitted to leave their respective buildings when pertinent factors relative to school business is deemed necessary by the teacher. The office will be notified when a teacher leaves during the school day.

C. The school year shall consist of 39 weeks beginning on August 31, 1971 and ending June 9, 1972. The weeks of Christmas and Spring Vacation are not included in the total of 39 weeks.

D. During the orientation period at the opening of the school year, time in the program shall be set aside for a meeting of the District.

E. It is mutually recognized by the District and the Board, that the principle of the forty (40) hour week cannot be interpreted literally.

The parties recognize the principle of a normal forty (40) hour work week exclusive of lunch.

F. The school calendar of the Fruitport Community Schools is to be published at the beginning of the year, establishing dates and times for conferences, institutes, records days, in-service meetings, spring vacation, etc., and any other activity normally a part of the school year. Any changes or additions to school calendar shall be mutually agreed upon.

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 (1) careful daily preparation; (2) attendance at staff meetings; (3) participation in activities of the school such as open house, PTA meetings, parent-teacher conferences, public performance of children in plays, concerts, athletic activities or other extra-curricular activities.

ARTICLE VI

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 middle school, operating on a seven-period day, will consist of six assigned periods daily and one period of preparation or the equivalent thereof. The term "preparation period" shall be construed to include the use of this period for purposes other than preparation when emergencies arise.

The District agrees that the purpose of non-teaching time (other than lunch periods) is to permit the teacher to have time during the school day for planning, conferences, preparations for teaching and related teaching functions and obligations concerned with the actual teaching assignment.

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. All teachers shall be assigned by the Superintendent to that level of instruction for which they are qualified. Teachers shall not be assigned without their consent outside the scope of their teaching competence, teaching certificate, or major or minor fields.

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 administration. 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. Teachers employed under supplementary contracts will be notified before June 1 in writing as to whether they will or will not be employed in the same position for the following school year.

E. 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 District will be notified of the deviation or exception and the reasons for the same.

ARTICLE VII

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 District consider it to be a desirable objective to make maximum utilization of the teacher's professional skills to the fullest extent practicable.

A. The Board and District agree that pupil-teacher ratio is an important aspect of an effective educational program and that class size shall be determined in relation to pupil needs, area of instruction, grade level, and shall strive for as a minimum the recommended personnel/pupil standards of the Michigan Department of Education whenever possible. The Board shall strive to continually improve the pupil-teacher ratio and implement all reasonable means for eliminating overcrowded classrooms whenever such conditions should exist.

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 middle school. 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.

If, at any time, class size exceeds the recommended maximum of 30 students in grades K-3 and 32 in grades 4-6, a committee consisting of four teachers from the building, the building principal, and/or Assistant Superintendent or Superintendent shall meet to seek a solution.

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 and maintained, 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 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 District, 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.

G. All faculty shall have a minimum of two record days per school year.

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. 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.

J. 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 an association or non-association with the activities of any employee organization. The Board and the District 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.

K. Student teachers will not be used as substitute teachers; however, with prior approval from the critic teacher and the student teacher, the student teacher may be used.

L. No secondary classroom teacher will be given more than two non-teaching periods per school day, except with the consent of the teacher involved.

M. Phones will be furnished in teachers lounges, in buildings having more than seven (7) teachers.

All long distance calls shall be made through the office phones. Any long distance calls placed through the lounge phones will be tabulated and the District agrees to pay all costs.

N. During days of inclement weather when it is impossible for school to be in session for students, staff members will make every effort to report on the job at the regular school starting time. Should a staff member find it impossible to report, he shall notify his building principal.

On days when school closes due to problems relating to the physical plant, the staff members will not be expected to report.

ARTICLE VIII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, during the school year, the Board shall publicize the same for two (2) school days, by giving written notice of such vacancy to the teachers and provide for appropriate posting in every school building.

B. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

In filling a vacancy within the bargaining unit, 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, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final. All applicants will be notified by the Board of the final decision.

ARTICLE IX

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.

In the case of a transfer, a teacher should be given at least thirty (30) days notice of transfer, when practicable.

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 VIII.

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 X

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 or any relative with the approval of the superintendent.

"Per Diem Basis" shall be that amount obtained by dividing the contractual salary by 185.

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 180 days.

Each teacher will be granted an additional day per year non-accumulative leave, which may be used for personal business.

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

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.

2. An additional two days per year (non-accumulative) may be used for critical illness in the immediate family as defined by a doctor.

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

1. At the beginning of every school year, the District shall be credited with a total of ten (10) days to be used by teachers who are officers or agents of the District, such use to be at the discretion of the District. The District agrees to notify the Board in writing, no less than 48 hours of the date for intended use of said leave. (Non-accumulative)

2. Absence when teacher is called for jury service. This shall be limited to twenty (20) days. The teacher will be entitled to the difference between the teacher's salary and the jury pay for the period of twenty (20) days.

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

4. 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.

5. Leave of absence with pay shall be granted for death in the immediate family. This shall not be charged against accumulative sick leave.

- a. Not more than five (5) days caused by death in immediate family
- b. Not more than three (3) days caused by death of relative
- c. Not more than one (1) day for brother-in-law or sister-in-law

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

1. 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 not be filed more than two months after pregnancy has been determined. The employee shall terminate her work upon request by the superintendent.

2. Up to two years to any tenure 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 IV of this Agreement.

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

4. 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 said 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.

5. Study related to the teacher's license field.

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

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

ARTICLE XI

Teacher Evaluation

A. The District 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 of a teacher shall be conducted openly. However, when modern technological devices such as intercoms are used to evaluate, it must be with the full knowledge of 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 District 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 tenure teachers.

ARTICLE XII

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 required 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 that 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. Time lost, by reason of any unjustified assault, shall not be charged against the teacher as sick leave.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the teacher may request assistance of the Board in such a matter. These requests shall be made in writing to the Board who shall make a determination as to whether conduct of the teacher making such request justifies any assistance from the Board and the extent thereof.

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.

E. Any complaint by a student or a parent of a student directed toward a teacher shall be called to the teacher's attention only if (a) considered serious by appropriate administrator; (b) if written into the teacher's personnel file; or (c) if used as a basis for reprimanding teacher.

In handling future complaints, no complaint shall be used except those meeting the above requirements. The teacher shall be supplied with the name of the student or parent making the complaint.

F. The Board will maintain Workmen's Compensation for teachers in accordance with the laws of the State of Michigan.

G. All reductions in staff will be done according to the Michigan Tenure Act.

ARTICLE XIII

Negotiation Procedures

A. Not later than 60 days prior to the expiration of the contract, both parties agree to commence negotiations on 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 District, 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 make 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 Employees Relations Commission, which may include Fact Finding.

ARTICLE XIV

Professional Grievance Negotiation Procedure

- Step 1. Grievant meets with his Principal and, if requested, bargaining representative may attend. (XIV Sec. A shall apply)
- Step 2. The grievance is reduced to writing and filed with the Principal who meets with the bargaining representative. (XIV Sec. B shall apply)
- Step 3. The grievance is transmitted to the Superintendent who meets with the bargaining representative. (XIV Sec. B shall apply)
- Step 4. The grievance is transmitted to the Board who shall pass upon the grievance. (XIV Sec. C shall apply)
- Step 5. The matter is referred to the Employment Relations Commission.

A. Any teacher, group of teachers or the District 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, shall meet with a representative of the Board and a representative of the District, if desired by the aggrieved, to discuss the issue and attempt to resolve it. If no agreement is reached, the grievance shall be reduced to writing and filed with a representative of the Board 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 District 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. If the grievance shall be denied by the Superintendent, either upon 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 District, shall final determination of the grievance be

made by the Board more than 20 days after its submission to the Board. If the decision of the Board is not satisfactory to the District and if the District indicates its dissatisfaction with the Board's decision, in writing, within fifteen days of said decision, nothing prohibits either party from invoking the services of the State Employment Relations Commission which may include fact finding.

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.

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 A.M. 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 within 60 days of signing.

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 August 31, 1971 and shall continue in effect until June 9, 1972.

FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

Ronald G. Hughes
President

Alvin R. Schaub
Secretary

FRUITPORT CHAPTER
MICHIGAN EDUCATION ASSOCIATION

Russell M. Broderick

Harry R. Carrier

APPENDIX A

FRUITPORT COMMUNITY SCHOOLS

Salary Schedule - 1971-72

Years of Experience	AB		AB + 18		MA		MA + 18		MA + 30	
	Pts.	Salary	Pts.	Salary	Pts.	Salary	Pts.	Salary	Pts.	Salary
0	100	7,600	105	7,980	110	8,360	115	8,740	120	9,120
1	105	7,980	110	8,360	115	8,740	120	9,120	125	9,500
2	110	8,360	115	8,740	120	9,120	125	9,500	130	9,880
3	115	8,740	120	9,120	125	9,500	130	9,880	135	10,260
4	120	9,120	125	9,500	130	9,880	135	10,260	140	10,640
5	125	9,500	130	9,880	135	10,260	140	10,640	145	11,020
6	130	9,880	135	10,260	140	10,640	145	11,020	150	11,400
7	135	10,260	140	10,640	145	11,020	150	11,400	155	11,780
8	141	10,716	146	11,096	151	11,476	156	11,856	161	12,236
9	147	11,172	152	11,552	157	11,932	162	12,312	167	12,692
10	153	11,628	158	12,008	163	12,388	168	12,768	173	13,148
11					169	12,844	174	13,224	179	13,604

Longevity:

- 15 years in Fruitport - 5% of their base
- 20 " " " - 10% of their base
- 25 " " " - 15% of their base
- 30 " " " - 20% of their base

EXTRA CURRICULAR SALARIES
1971-72

FOOTBALL

Varsity - Head Coach	1086.00
Assistant	764.00
Jr. Varsity - Head Coach	764.00
Assistant	764.00
9th Grade Coach	764.00
Middle School - Head Coach	418.00
Assistant	381.00

BASKETBALL

Varsity - Head Coach	1086.00
Jr. Varsity - Head Coach	764.00
9th Grade Coach	764.00
8th Grade Coach	418.00

BASEBALL

Varsity - Head Coach	703.00
Jr. Varsity - Head Coach	538.00
Middle School Coach	322.00

GYMNASTICS

Head Coach	703.00
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GOLF

Head Coach	573.00
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WRESTLING

Varsity - Head Coach	1086.00
Assistant	764.00

TRACK

Varsity - Head Coach	703.00
Assistant	513.00
Middle School Coach	322.00

CROSS COUNTRY

Varsity - Head Coach	573.00
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SWIMMING

Boys	888.00
Girls	703.00

CHEERLEADING

High School	418.00
Middle School	256.00

TENNIS

Varsity - Head Coach	573.00
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Senior Band	1145.00
Junior Band	626.00
Debate	418.00
Forensics	298.00
Vocal Music	418.00
Yearbook	418.00
Journalism	418.00
Play Director - per play (limit 3 plays per year)	256.00
Driver Education	5.43 per hour

1971-72 SCHOOL CALENDAR

Faculty Orientation	August 31, September 1
Labor Day	Monday, September 6
School Opens	Tuesday, September 7
Thanksgiving Recess	Thursday, November 25 and Friday, November 26
Christmas Vacation	Thursday, December 23 through Friday, December 31
School reconvenes	Monday, January 3, 1972
Record Day	Friday, January 21
End of First Semester	Friday, January 21
Good Friday	Friday, March 31 No School
Spring Vacation	Monday, April 3 through Friday, April 7
Memorial Day	Monday, May 29
End of School year	Friday, June 9
Record Day	Friday, June 9

SEPTEMBER

M	T	W	T	F
		31	1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

NOVEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER

M	T	W	T	F
			1	2
	6	7	8	9
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY

M	T	W	T	F
	3	4	5	6
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY

M	T	W	T	F
		1	2	3
	7	8	9	10
14	15	16	17	18
21	22	23	24	25
28	29			

MARCH

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

M	T	W	T	F
5	6	7	8	9