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MASTER AGREEMENT

Between The

FRUITPORT COMMUNITY SCHOOLS

BOARD OF EDUCATION

And The

FRUITPORT EDUCATION ASSOCIATION

Fruitport Community Schools

Fruitport Community Schools
Fruitport, Michigan

1974 - 1975

*Fruitport Community Schools
Fruitport, Michigan*

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A G R E E M E N T

THIS AGREEMENT entered into this 26th day of August, 1974,
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
"Association":

WITNESSETH

WHEREAS the Board has a statutory obligation, pur-
suant to Act 379 of the Michigan Public Acts of 1965, to
bargain with the Association 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 under-
standings which they desire to memorialize,

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

B-5389-018

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association 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", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization and/or individual other than the Association for the duration of this Agreement.

C. Within thirty (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 Association (including MEA, NEA and FEA dues); this assessment to go to the FEA or the FEA Scholarship Fund. Intern teachers will be required to pay only the intern teachers fee as established by 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 Michigan, 1965, the Board hereby agrees that every employee of the Board so represented by the Association shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining

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 Association, his participation in any activities of the Association 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 Association, 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.

C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association 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 Association and its members for the purpose of publicizing meetings of the Association and other Association 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 Association, 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 Association 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 Association only 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.

The Board shall provide the President of the Association with two copies of the minutes (including attachments) of all regular and special meetings of the Board.

E. The Association 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. The Board agrees to furnish to all teachers, at no cost to the teacher, the following insurance protection:

Each employee shall have the option of receiving full MESSA Super Med II Health Insurance for twelve (12) months, or optional coverage not to exceed the Super Med II single subscriber rate.

Effective after September 1, 1973, the Board may change the carrier, provided:

- (1) The new carrier's premiums shall be lower, and
- (2) Coverage shall meet or exceed the existing program in all respects, and
- (3) Prior to any change in carrier the Association will be notified of the proposed change so that a study committee of joint representatives can be formed to examine the coverage and make recommendations thereon.

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 one-fifth ($1/5$) of the daily rate for substitute teachers.

H. Teachers required to travel between buildings as a part of their duties shall be reimbursed mileage at the rate of thirteen cents (13ϕ) per mile.

I. For the purpose of movement on the salary schedule, teachers who work less than a full school year in Fruitport under contract shall receive credit as follows:

(1) No experience credit if the number of days worked during the school year is forty-six (46) or less.

(2) One-half ($1/2$) year experience credit if the number of days worked during the school year is forty-seven (47) through one hundred thirty-eight (138).

(3) One year experience credit if the number of days worked during the school year is one hundred thirty-nine (139) or more.

(4) "Days worked" shall include student and non-student attendance days.

(5) This section shall not affect teachers on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.

(6) This section shall not affect daily substitutes.

J. For the purpose of movement on the salary schedule, employees who teach two through four periods shall be given one-half credit on the salary schedule; and those who teach more than four shall be given full credit. This section shall not affect daily substitutes.

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 Association 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.

Elementary teachers are to report thirty (30) minutes prior to the beginning of elementary classes and secondary teachers fifteen (15) minutes prior to the beginning of secondary classes.

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 fifteen (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 thirty (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. During the orientation period at the opening of the school year, time in the program shall be set aside for a meeting of the Association.

D. It is mutually recognized by the Association and the Board that the principle of the forty (40) hours week cannot be interpreted literally.

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

E. 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 (5) daily teaching periods and one (1) 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 (6) assigned periods daily and one (1) 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 Association 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 (5-1/2) hours of classroom duties daily, or the equivalent thereof.

Elementary teachers may use for preparation all the time during which their classes are receiving instruction from teaching specialists in the areas of elementary music, physical education, and art.

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.

Department chairmen shall be appointed by the Administration and have such released time for their duties as the Administration deems necessary.

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. The President of the Association shall receive advance written notification of any change in assignments.

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 Association 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 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 Association 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 Association 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 reason-

able 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 an average of twenty-eight (28) students in grades K-3, or if any individual class exceeds thirty (30) students in grades K-3 and thirty-two (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. Parking Facilities - Designated parking facilities shall be made available to teachers and other employees of the system. The Board shall assume no liabilities in respect to parking facilities.

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 Association, 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 (2) record days per school year. Special education teachers may be granted additional record days if the Board determines it is necessary for the teachers to complete their special duties.

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 Association 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 (2) 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 Association 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.

O. The Board shall provide substitutes for all elementary art, music, and physical education teachers in the event of their absence, and if a substitute teacher is available.

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.

(1) At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year up to 180 days.

(2) Employees who are contracted after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof, remaining in the school year.

(3) Employees who are unable to begin a new contract year because of personal illness or injury, shall be allowed to draw upon previously accumulated and the current year's sick leave until it is depleted or until resumption of assigned work.

(4) Any tenure teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for the balance of the fiscal school year contract plus one year. The Board of Education will continue payment of the insurance premium for the balance of the school year and for the subsequent July, August and September, provided the leave commences on or after the first day of required attendance.

(5) 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 purpose: A maximum of four (4) days per year (non-accumulative) may be used for illness in the immediate family.

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

(1) At the beginning of every school year, the Association shall be credited with a total of ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association shall have the option to purchase up to ten (10) additional days at the daily substitute teacher pay rate for each day. The Association agrees to notify the Board in writing, no less than forty-eight (48) hours of the date for intended use of said leave. (Non-accumulative)

(2) Absence when teacher is called for jury service or national guard duty. This shall be limited to

twenty (20) days. The teacher will be entitled to the difference between the teacher 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 conference or conventions. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

(5) Leaves 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 leave to any regularly employed staff member upon written request for such leave, and upon

proper certification of pregnancy by the employee's physician. Such leave of absence may 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 (2) months after pregnancy has been determined.

Maternity leave shall commence no later than when the teacher, in the written opinion of her physician, is no longer able to adequately perform the duties to which she is regularly assigned and shall end no sooner (after the termination of the pregnancy) than such time as, in the written opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

Should any provision of the applicable law relating to maternity leaves conflict with the above the parties shall administer this section in accordance with such laws.

(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 Association to teachers who are officers of the Association or are appointed to its staff. Teachers given leaves of absence without pay for performing duties for the Association 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.

F. The parties recognize that proper staffing requires as much notice as possible from the teacher on leave who does not intend to return to the staff. Accordingly, such teachers will, when possible, give notice to the Board of Education prior to March 1 of any year, of their intention to leave the staff.

G. Unless provided for elsewhere in this Agreement:

(1) Teachers returning from any leave of absence of less than ninety (90) consecutive days in duration shall be returned to the same position, either immediately upon return or by the beginning of the next school year. If the position has been eliminated, they shall be assigned to a position for which they are qualified.

(2) Teachers returning from any leave of absence that is ninety (90) consecutive days or more in duration up to a maximum of one year, shall be assigned to a teaching position for which they are qualified.

ARTICLE XI

TEACHER EVALUATION

A. The Association 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 and consent of the teacher.

C. Each teacher shall have the right to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. 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. Each probationary teacher shall have at least two (2) formal written evaluations a year - one before December 1 and the second before February 15 of the current school year. Each tenure teacher shall have at least one (1) formal written evaluation a year.

Each evaluation must be preceded by an observation in the classroom of at least thirty (30) minutes. Following the classroom observation, the evaluation form shall be reviewed in conference between the Principal and the teacher. The form shall be signed by the Principal and the teacher. Upon completion of the principal-teacher conference, copies of the written evaluation shall be provided the teacher.

E. Teachers shall have the right to submit a written response to any document, including evaluations and reprimands, entered or contained in their personnel file, which shall be attached to the document.

F. If a teacher is asked to sign material placed in his personnel file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

G. If an evaluator finds a teacher lacking, the reasons therefor shall be set forth in specific terms as shall an identification of the ways in which the teacher is to improve.

H. The final written evaluation of any tenure teacher

shall be presented to the teacher no later than May 15 of the school year.

I. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, when such reprimand, warning or discipline shall become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher and representative must appear before the requesting administrator within twenty-four (24) hours.

J. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including a claim of failure to follow established evaluation procedures, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

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. Reduction of Personnel.

(1) In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field of program or eliminate or consolidate positions, the Board shall follow the procedure listed below:

(a) Teachers not holding a regular Michigan provisional, continuing, or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.

(b) If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Fruitport Community School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.

(c) If further reduction is still necessary, then tenure teachers with the least number of years of

continuous teaching experience in the Fruitport Community School System will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid-off teachers.

(2) Fully qualified and fully certificated teachers shall be defined as follows:

(a) Fully qualified shall be taken to mean recency of training and experience.

(b) Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and

(c) who have completed the required semester hours of college credit in a given subject area or have taught in the subject area or elementary on a regular basis within the last five (5) years preceding the layoff, and

(d) who have earned the minimum credit hours required by the North Central Association.

(3) Length of service is defined as unbroken service in the Fruitport Community School System. Leaves

of absences, with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid-off status will not count toward continuous service time.

(4) Recall. In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.

(5) Seniority right shall be lost by the teacher if the teacher does not return within ten (10) working days when he is recalled from layoff.

(6) Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein, except any teacher so laid off shall receive insurance benefits for the month following the month of layoff. All benefits under this Master Agreement shall be reinstated in full upon re-employment.

(7) The Board shall give no less than thirty (30) days notice to the teacher being laid off.

ARTICLE XIII

NEGOTIATION PROCEDURES

A. Not later than sixty (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 negotiated 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 Association, 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 negotiations, either party may invoke the mediation machinery of the State Employees Relations Commission, which may include Fact Finding.

ARTICLE XIV

GRIEVANCE AND ARBITRATION PROCEDURES

A. DEFINITIONS

1. Grievance. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.

2. Aggrieved Person. The "aggrieved person" is the person or persons making the claim and may be a teacher, a group of teachers, or the Association.

3. Designated Representatives of the Board. The designated representative of the Board shall mean the principal in each school building except that if the grievance arises in more than one school building, the designated representative of the Board shall mean the Assistant Superintendent of the Schools in charge of personnel. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.

4. Designated Representative of the Association. The designated representative of the Association shall mean

the grievance chairman of the Association who has been given authority to receive grievances on its behalf. The President of the Association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.

5. Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.

6. Days. The term "days" when used in the section shall, except where otherwise indicated, mean calendar days.

B. PURPOSE AND POLICY

1. The purpose of this procedure is to secure, as soon as possible, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may

be appropriate at any level of the procedure.

2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may however, agree to extend the time limits at any step.

3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

C. All grievances shall be handled in accordance with the following procedure:

1. Step One. The aggrieved person shall reduce the grievance to writing together with a proposed solution thereto

and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representatives of the Association. Within ten (10) days of the receipt of the grievance the designated representative of the Board shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within four (4) days of the above meeting the designated representative of the Board shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

2. Step Two. In the event the grievance is not satisfactorily resolved at Step One, the Association's designated representative, within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Assistant Superintendent of Schools in charge of personnel unless he received the grievance in the first instance in which case this step shall not apply. Within ten (10) days of the receipt of the grievance the Assistant Superintendent shall meet with the Association's designated representative

in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the Assistant Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

3. Step Three. In the event the grievance is not satisfactorily resolved at Step Two the Association's designated representative, within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools. Within twelve (12) days of the receipt of the grievance the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

4. Step Four. In the event the grievance is not

satisfactorily resolved at Step Three, the Association's designated representative within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Secretary of the Board. The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board will consider the grievance and will give its answer in writing within five (5) days after the date of such regular meeting.

5. Step Five. Arbitration.

In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) days following the date of receipt of the Board's answer the Association only, and not an individual teacher, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

(a) The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.

(b) The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he shall have no authority to hear or rule upon any of the following:

(1) Any matter within the jurisdiction of the Teacher's Tenure Act (PA 1937, Extra Session No. 4, as amended);

(2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay;

(3) The fixing or establishment of any salary schedule;

(4) The termination of or decision not to re-employ or decision to continue on probation any probationary teacher;

(5) Evaluation of Teachers, unless it is a claim of failure to follow established procedures.

(c) The decision of the Arbitrator shall be final and binding.

(d) Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the American Arbitration Association.

(e) Only one grievance shall be heard by an arbitrator at any one appointment.

(f) The costs and expenses of the arbitrator shall be shared equally by the parties.

(g) Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

NO STRIKE CLAUSE

During the term of this Agreement, the Association agrees that neither its officers, agents or members shall authorize, engage in, condone, or ratify a strike over any matter which is a proper subject for arbitration. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

The Association shall not be liable for any violation of this Article, providing that it has taken the following action:

(a) Issues to the Board within 24 hours after such strike commences a written disclaimer of any responsibility for such action.

(b) Notifies the teachers involved, in writing, with copies to the Board, that their action is in violation of the contract and will subject them to immediate discharge.

(c) Takes such other action as may be reasonable and necessary to assure a prompt restoration of service.

Any teacher who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

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. The Board will continue to print enough contracts so each FEA member may have one. The material expense is to be assumed by the Fruitport Education Association.

C. 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 be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SALARY SCHEDULE 1974-75

YEARS OF EXPERIENCE	AB		AB+18-24*		MA		MA + 18		MA + 30	
	PTS.	SALARY	PTS.	SALARY	PTS.	SALARY	PTS.	SALARY	PTS.	SALARY
0	100	8,900	105	9,345	110	9,790	115	10,235	120	10,680
1	105	9,345	110	9,790	115	10,235	120	10,680	125	11,125
2	110	9,790	115	10,235	120	10,680	125	11,125	130	11,570
3	115	10,235	120	10,680	125	11,125	130	11,570	135	12,015
4	120	10,680	125	11,125	130	11,570	135	12,015	140	12,460
5	125	11,125	130	11,570	135	12,015	140	12,460	145	12,905
6	130	11,570	135	12,015	140	12,460	145	12,905	150	13,350
7	135	12,015	140	12,460	145	12,905	150	13,350	155	13,795
8	140	12,460	145	12,905	150	13,350	155	13,795	160	14,240
9	145	12,905	150	13,350	155	13,795	160	14,240	165	14,685
10	151	13,439	156	13,884	161	14,329	166	14,774	171	15,219
11	157	13,973	162	14,418	167	14,863	172	15,308	177	15,753
12	163	14,507	168	14,952	173	15,397	178	15,842	183	16,287

LONGEVITY:

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

*All staff members employed as of the beginning of the 1973-74 school year who are qualified for the AB + 18 column as shown on the 1972-73 Appendix A, shall be placed on the AB + 18-24 column.

All staff members employed as of the beginning of the 1973-74 school year who, at the time of the issuance of their provisional certificate, were required to complete 10 semester hours for permanent certification shall be entitled to the AB + 18-24 index upon completion of 18 semester hours.

All staff members employed as of or after the beginning of the 1973-74 school year who, at the time of the issuance of their provisional certificate were required to complete 18 semester hours for permanent certification shall be entitled to the AB+18-24 index upon completion of 24 semester hours.

EXTRA CURRICULAR SALARY SCHEDULE

Football Head Coach	15.0 %	of BA Base Salary
Asst. Varsity	10.1 %	"
Head JV	9.0 %	"
* Asst. JV	8.5 %	" (10.1 % of \$7600)
* Freshman	8.0 %	" (10.1 % of \$7600)
* Asst. Freshman	7.5 %	" (10.1 % of \$7600)
Middle School	5.5 %	"
Asst. Middle School	5.0 %	"
Basketball Head Varsity	15.0 %	"
Jr. Varsity	9.0 %	"
* Freshman	8.0 %	" (10.1 % of \$7600)
Middle School	5.5 %	"
Swimming boys	11.0 %	"
Golf	6.0 %	"
Wrestling Head Varsity	15.0 %	"
Asst. Varsity	9.0 %	"
Middle School	5.5 %	"
Track Head Varsity	9.3 %	"
Asst. Varsity	7.1 %	"
Middle School	5.5 %	"
Cross Country	6.0 %	"
Tennis	6.0 %	"
Baseball Head Varsity	9.3 %	"
Jr. Varsity	7.1 %	"
Middle School	5.5 %	"
Girls Track High School	9.3 %	"
Track Middle School	5.5 %	"
Gymnastics	9.3 %	"
Swimming	9.3 %	"
Basketball	5.5 %	"
Band High School	13.0 %	"
Middle School	7.5 %	"
Marching High School	2.0 %	"
Vocal Music High School	6.0 %	"
Newspaper	4.0 %	"
Debate	4.0 %	"
Yearbook	5.5 %	"
Cheerleading High School	4.5 %	"
Middle School	3.4 %	"
Forensics	3.4 %	"
Drama High School (% per play)	3.4 %	" for each play
Middle School (% per play)	2.0 %	" for each play

* This position will keep its 1971-72 percentage listed in parenthesis until the base salary become sufficient to replace it.

Driver Education \$6.37/Hr. for 1974-75

Those teachers in the position listed below as of the beginning of the 1972-1973 school year shall receive the percentages as indicated below. All new personnel in these positions shall be on the above schedule.

Girls Basketball	7.5 %
Debate	5.5 %
Cheerleading High School	5.5 %

FRUITPORT COMMUNITY SCHOOL CALENDAR

1974-75

1974
AUGUST

	M	T	W	T	F
Teacher Day				1	2
Student Day	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

SEPTEMBER

	M	T	W	T	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

OCTOBER

	M	T	W	T	F
		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

NOVEMBER

	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

DECEMBER

	M	T	W	T	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

1975
JANUARY

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

FEBRUARY

	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

MARCH

	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
	31				

APRIL

	M	T	W	T	F
		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

MAY

	M	T	W	T	F
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

JUNE

	M	T	W	T	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

JULY

	M	T	W	T	F
		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

AUGUST

	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

- August 27-28 Orientation
- August 29 Orientation - 1/2 day
- September 2 Labor Day
- September 3 First student day
- November 28-29 Thanksgiving
- December 23- Christmas
- Jan. 1, 1975 Records Day
- January 17 Good Friday (1/2 day-students & teachers)
- March 28 Spring Vacation
- March 31 - Memorial Day
- April 4 Last student day
- May 26 Records day
- June 5
- June 6

180 1/2 Student Days

186 Teacher Days (2 half-days)

- Holiday
- Non-student day
- [] Vacation periods

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective on August 27, 1974,
and continue in effect until June 6, 1975.

FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

By Ronald B. Hughes
President

Louis Olsen
Secretary

FRUITPORT EDUCATION ASSOCIATION

By Barbara Bates
President

Richard Hanna
PN Chairperson