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AGREEMENT
between the
SPARTA BOARD of EDUCATION
and the
SPARTA EDUCATION ASSOCIATION

Sparta Board of Education

Sparta Area Schools
Sparta, Michigan
1969 - 70

MEA
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East Lansing, Mich.

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PROPOSED EDUCATION ASSOCIATION AGREEMENT

This agreement is entered into this sixteenth of June, 1969 by and between the Board of Education of Sparta Area Schools, Sparta, Michigan, hereinafter called the "Board," and the Sparta Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Sparta Area Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in curriculum matters designed to improve educational standards, and

WHEREAS the Board has a statutory obligation 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 understandings which they desire to memorialize and agree as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified classroom teachers, including personnel on tenure, probation, substitute teachers, guidance counselors, librarians, and special educational personnel, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory, administrative, executive, office and clerical employees, and other non teaching personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher or group of teachers from presenting a grievance in accordance with the grievance procedure herein provided.

C. Within thirty days of the beginning of his employment hereunder, each teacher will sign and deliver to the Association an assignment authorizing the deduction of his membership dues of the Association (including the National Education Association and the Michigan Education Association or will authorize said sum to be deducted and forward to the Association). The assignment form shall be provided by the Association. Such sum shall be deducted by the Administration in ten installments.

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.

E. It is agreed that the Board reserves all its powers, rights, authority, duties and responsibilities except as specifically modified by the terms of this Agreement.

ARTICLE II

Teacher Rights

A. The Board hereby agrees that every teacher, as defined in Article I, Section A, employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. The Board agrees 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.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings upon clearance with the Administration. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, telephone service, intercom service, inter-school mail, and teacher mail boxes shall be made available to the Association and its members according to established policy in effect at the signing of the Agreement.

C. The Board agrees to furnish to the Association a monthly report of general fund receipts and disbursements, tentative budgetary requirements, allocations, and such other information as will assist the Association in developing intelligent and accurate information which may be used by the Association for the purpose of processing any grievance or of preparing for negotiations only.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule I of the Appendix which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, September 2, 1969 through June 5, 1970 during normal teaching hours.

C. School Calendar - see Appendix.

D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

E. Upon approval of the superintendent, the President of the Association, or one representative, may be released from regular duties without loss of salary for the purpose of participating in area or regional meetings of the Michigan Education Association. Other representatives may be released for the above activities with loss of pay upon the approval of the superintendent.

F. At the beginning of the school year, each teacher shall notify the superintendent on forms supplied by his office whether said teacher desires his compensation spread over 21 or 26 pay periods. Exceptions to this election may be granted by the superintendent in cases of emergency. In the event the 21 pay period plan is elected, the insurance subsidies provided under Section X of the appendix of this contract and other payroll deductions authorized by the employee will be forfeited for the months of July and August when no pay check is being issued. If employment is discontinued at any time, the last pay check will be prorated for the portion of the school year worked and all benefits subsidized by the Board of Education and payroll deductions authorized by the employee will be discontinued as of the date employment was terminated.

ARTICLE IV

Teaching Loads, Hours, and Assignments

A. Each teacher in a departmentalized program shall be provided with one full period during his working day which is to be used for preparation, conference, and evaluation. An equivalent amount of time will be provided each teacher in non-departmentalized programs during his working day for preparation, planning, and evaluation.

B. The normal teaching load in the high school shall be five assigned periods per day and in the departmentalized area of the Middle Schools shall be six assigned periods per day.

C. The setting of the daily teaching schedule and the teachers work day is the responsibility of the Administration. Released time will be made available during the working day by the Administration for faculty meetings, division, and departmental meetings. All teachers are free to leave Friday and days preceding holidays when their responsibilities have been completed.

D. All teachers shall receive a duty free lunch period of 45 minutes.

E. Released time for elementary teachers will be provided by the Administration for parent conferences.

F. Released time of 15 minutes will be provided elementary teachers for one spring Sparta Education Association meeting.

G. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

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

I. 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, marital status, membership in or 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 for all pupils.

J. No teacher shall be required to engage in fund raising activities.

ARTICLE V

Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. The parties agree to keep within the class size recommendations of the University of Michigan and the North Central Association of Secondary Schools. The parties agree to accept transient students on a temporary basis above these class limits.

B. The Board will furnish without charge teacher uniforms in areas deemed necessary upon Administration approval.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of educational materials.

D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

E. The Board shall make available in each school, when and where possible, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be premitted unless prohibited by State Fire Law.

F. Telephone facilities shall be made available to teachers for their use at locations approved by and under regulations established by the Administration.

G. Vending machines for beverages shall be installed at the request of the members of the Association. The cost and proceeds shall be the responsibility of the group using the machine.

H. Adequate parking facilities where possible shall be made available to teachers for their exclusive use.

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.

ARTICLE VI

Vacancies, Promotions and Transfers

A. Whenever any vacancy in any position in the district as defined in Article I, Section A shall occur during the school year, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by having such notices sent to each building for posting in the teacher's lounge or on the teacher's bulletin board for the expressed purpose of informing the teachers of such vacancy.

B. If a teacher is interested in being considered for an assignment to any professional position in the District, he may file a written notice of his interest with the Superintendent. Qualifications of each teacher who has filed a notice of interest shall be reviewed along with other applicants from outside sources and the vacancies shall be filled by the Board with the best qualified person available from all applicants. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

C. There is no policy of automatic retirement age at present. However, continued employment of any employee sixty-five years of age or older will be considered on an individual basis by the Board. An employee to be arbitrarily retired must be notified at least by the time the teacher's intent slips are distributed.

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

E. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be publicized in the same manner as provided in paragraph A.

F. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to resume such rights as he may have had under this Agreement as a teacher prior to such transfer. Time served in a supervisory or executive position shall be credited as time taught for placement on the salary schedule.

ARTICLE VII

Leave Pay and Leave of Absence

A. Teachers will receive at the beginning of each school year an allowance of ten work days leave with pay accumulative to a maximum of 150 work days. (Terminal Pay: See Paragraph J.)

B. Any teacher whose personal illness extends beyond the period compensated under Section A shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

C. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) Personal illness.
- (2) Illness in immediate family.
- (3) Upon administrative approval, time necessary for attendance at the funeral services of persons whose relationship to the teacher warrants such attendance.

D. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a death in the immediate family.
- (2) Absence when a teacher is called for jury service. Pay will be allowed for the difference between the jury duty fee and the teacher's salary.
- (3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings.
- (4) Administration approved visitation at other schools and for attending educational conferences or conventions, including Association meetings.
- (5) Time necessary to take the selective service physical examination for draft classification.
- (6) Matters of an emergency or business nature that cannot be accomplished on other than a school day will be allowed at the discretion of the Superintendent of Schools.

E. Leaves of absence without pay not to exceed one year shall be granted upon application for the following purposes: Application may be made for renewal.

- (1) Teachers who have been employed for five years are eligible for a sabbatical leave.
- (2) Home conditions.

F. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester with her doctor's approval. The teacher who has attained tenure shall be entitled to return from such leave at any time within one year provided there is a position available, without loss of her place on the salary schedule.

A non tenure teacher may be rehired at the discretion of the Board of Education and placed on the salary step at which she left.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United State in accordance with the Veterans Reemployment Acts Law.

H. A teacher, upon return from a sabbatical leave or military service, shall be restored to his former position or to a position of like nature, seniority, and status. Any period spent on sabbatical leave or military service shall be treated as time taught for purpose of the salary schedule, set forth in Schedule I of the Appendix of this Agreement.

I. Short periods of time off without pay for personal reasons may be granted at the discretion of the Superintendent of Schools.

J. A teacher who retires after 20 years or more of service in the Sparta Area Schools will receive terminal pay of \$5 per day for one half of his unused days of leave, to a maximum of \$500.

ARTICLE VIII

Teacher Evaluation and Teacher Protection

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel file.

C. Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his classes. The Board recognizes that through its administrative staff it will support its teachers in taking actions to maintain proper classroom order.

D. Any case of assault upon a teacher while in pursuit of his employment or any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his employment, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, complaint or suit.

E. Time lost by a teacher due to compensable Workman's Compensation loss shall not be charged against the teacher's sick leave.

F. Any complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention before any judgment is made or action taken involving such teacher.

ARTICLE IX

Professional Grievance Negotiation Procedures

A grievance is defined as a disagreement on the part of any teacher or any group of teachers in connection with wages, hours, terms and conditions of employment as defined in the Agreement and such grievances shall be limited to the provisions of this Agreement. In order that grievances may be handled in an orderly fashion, the following procedure shall be followed:

A. Any teacher or group of teachers believing that there has been a violation of any provision of this Agreement shall within five days after the occurrence take the matter up with the principal of the building involved. If a satisfactory settlement cannot be reached, the grievance and the principal's answer shall then be reduced to writing.

B. If the grievance is not satisfactorily resolved in Paragraph A, Article IX, the written grievance shall within five days be submitted to the Superintendent or his designated representative other than the person in Paragraph A, Article IX. The Superintendent shall within five days after receipt of the grievance meet with the teacher or group of teachers in an attempt to resolve the grievance. If such meeting does not resolve the grievance, the Superintendent shall submit his answer in writing and the grievance shall be transmitted to the Board within five days.

C. At its next regular meeting the Board shall review the grievance. The Board may hold a hearing, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure that it deems appropriate for consideration of the grievance, provided however, that in no event except by agreement between the Board and the Association shall final determination of the grievance be made by the Board or its delegated representatives more than forty five days after the first meeting as defined in Paragraph A, Article IX.

D. If the decision of the Board does not result in satisfactory settlement, the grievance may be submitted to arbitration by a written notice of either party given within fifteen days after receipt of the decision from the Board.

An impartial arbitrator shall be properly selected by the parties to decide the matter. If they cannot agree as to the arbitrator he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The power of the arbitrator shall be limited to the interpretation or application of the expressed terms of this Agreement, and he shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed. The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

E. Every grievance shall be processed with the time limits provided herein, unless extended by mutual agreement.

F. If a teacher is found to have been discharged without just cause, he shall be reinstated on such terms as the parties may agree or as the arbitrator shall order.

G. Either party may have representation at any step of the grievance procedure.

ARTICLE X

Miscellaneous Provisions

A. The Board shall make available to the Association, upon request, all fiscal, budgetary and tax information affecting the district which is normally available to the district residents. The Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. 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.

E. 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.

F. The Agreement shall be effective as of July 1, 1969 and shall continue in effect for one (1) year until June 30, 1970. The parties agree to begin negotiations for a new Agreement no earlier than January 1, 1970 by written notice of either party to the other party.

Board of Education:

Education Association:

By John B. Schaefer
Its President

By Arnold Makema
Its President

By Athena Cary
Its Secretary

By Nancy Berger
Its Secretary

APPENDIX

I. Salary Schedule:

| <u>Step</u> | <u>Index</u> | <u>AB</u> | <u>AB + 15</u> | <u>MA</u> | <u>Non Degree</u> |
|-------------|--------------|-----------|----------------|-----------|-------------------|
| 1 | 1.000 | 6900 | 7200 | 7500 | * 5000 |
| 2 | 1.045 | 7210 | 7524 | 7838 | * 5250 |
| 3 | 1.090 | 7521 | 7848 | 8175 | * 5500 |
| 4 | 1.135 | 7832 | 8172 | 8512 | * 5750 |
| 5 | 1.180 | 8142 | 8496 | 8850 | * 6000 |
| 6 | 1.225 | 8452 | 8820 | 9188 | * 6250 |
| 7 | 1.270 | 8763 | 9144 | 9525 | * 6500 |
| 8 | 1.315 | 9074 | 9468 | 9862 | * 7000 |
| 9 | 1.360 | 9384 | 9792 | 10200 | * This |
| 10 | 1.405 | 9695 | 10116 | 10538 | schedule is |
| 11 | 1.450 | 10005 | 10440 | 10875 | not indexed. |
| 12 | 1.500 | 10350 | 10800 | 11250 | |
| 16 | 1.550 | 10695 | 11160 | 11625 | |

II. Credit for previous experience will be based on an evaluation of prior teaching experience and credit given by placing the new teacher on one of the salary schedule steps as warranted by this evaluation. Teachers on half steps shall be placed on the next higher step of the salary schedule upon the receipt of tenure.

III. Teachers with a Bachelor's degree plus 15 hours on an approved masters degree program will receive 50% of the difference between the Bachelor's and Master's degrees at their appropriate yearly step on the salary schedule.

IV. Increments become effective at the beginning of each school year. Advancement on the salary schedule due to completion of degrees or required courses will be effective only at the beginning of either semester following the completion and submission of proof of such degree or required courses. (Any of the above completions coming prior to February 15, will be allowed as the beginning of the second semester.)

V. A longevity payment of 1.55 of the base salary will be paid to degree teachers after 15 years of service in the Sparta Area Schools (Step 16).

VI. In addition to the basic teacher salary as provided above, there shall be paid the specific percentage of the teacher's salary for the following assignments:

| | <u>Percentage</u> | | <u>Percentage</u> |
|---------------------------|-------------------|----------------------------------|-------------------|
| Head Football Coach | 9 | Middle School Boys Intramural | 4 |
| Head Basketball Coach | 9 | Middle School Girls Intramural | 4 |
| Head Wrestling Coach | 8 | Middle School Basketball | 4.5 |
| Head Track Coach | 6 | Middle School Football | 2 |
| Head Baseball Coach | 6 | Drama Coach | 4 |
| Cross Country Coach | 6 | Forensics | 2 |
| Tennis Coach | 5 | Debate Coach | 2 |
| Golf Coach | 5 | Yearbook Sponsor | 3 |
| Assistant Football Coach | 6 | Building Coordinators | 6 |
| Reserve Football Coach | 6 | Middle School Bands | 3 |
| Reserve Basketball Coach | 6 | Student Council Sponsor | 2 |
| Freshman Football Coach | 5 | Junior and Senior Class Sponsors | 1 |
| Freshman Basketball Coach | 5 | Fresh. and Soph. Class Sponsors | 0.5 |
| Reserve Baseball Coach | 5 | Middle School Cheerleading Spon. | 1 |
| Assistant Track Coach | 5 | Jr. Red Cross - Middle School | 1 |
| Assistant Wrestling | 5 | Jr. Red Cross - Elementary | 0.5 |
| Senior High Band | 5 | High School Audio-Visual | 3 |
| Senior High Choral | 3 | Cheerleading - High School | 3 |
| Gymnastics | 2 | Newspaper | 2 |

VII. Pursuant to recommendations and practice in Kent County, Special Education Type A teachers shall receive \$200 above their place on the salary schedule.

VIII. Substitute pay shall be as follows:

- A. Regular day by day substitute - \$22 per day.
- B. Contracted substitute on standby call with Sparta Area Schools - \$27.50.
- C. Permanent substitute - same position beyond two weeks - pro-rated on the salary schedule.

IX. Teachers who consent to substitute during their planning period shall be reimbursed \$5 per class period.

X. The Board agrees, pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, to provide \$15 per month to full time teachers towards purchase of comprehensive hospital, medical, and surgical protection, under the current basic M.E.A. insurance and major medical or the equivalent in M.E.A. life insurance and/or M.E.A. income protection and/or major medical \$500 deductible. Teachers working less than a full daily schedule will receive the insurance benefit provided in this section on a pro-rata basis.

SCHOOL CALENDAR 1969-70

| | |
|-------------------------|---------------------------------|
| September 2-3 | Orientation and registration |
| October 28 | In-service program |
| November 27-28 | Thanksgiving recess |
| December 24 - January 4 | Christmas vacation |
| January 22-23 | Half days for exams and records |
| January 26 | Second semester begins |
| March (date to be set) | In-service program |
| March 27-31 | Spring vacation |
| June 2-3 | Half days for exams |
| *June 4-5 | Records |
| *June 5 | School closes |

*Tentative depending on 175 days (N.C. minimum) of student attendance regardless of time lost due to weather or other conditions.