

1968-69

6/30/69  
Springport (3)  
(JACKSON)

MASTER CONTRACT - SPRINGPORT PUBLIC SCHOOLS

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Springport Public Schools Board of Ed.

RECEIVED

7/1/68 - 6/30/69

MEA  
1216 Kendale  
E. Lansing, MI 48823  
FEB 3 1969  
OFFICE OF  
PROFESSIONAL NEGOTIATIONS

Professional Growth Requirement:

- A. Increments will be allowed only if three semester undergraduate or two semester hours graduate work have been earned in each three year period, or one of the following in each three year period:
1. Participation in workshop courses or in-service training (not included in the regular school year membership) equivalent to three semester hours of credit.
  2. Approved work experience in a related field.
  3. Publication in a recognized journal or publication in book form.
  4. Travel extensive enough to warrant educational and cultural values.

This agreement entered into this 6th day of August, 1968, by and between the Board of Education of the Springport School, Michigan hereinafter called the "Board" and the Springport 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 Springport 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 and particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant 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 understandings which they desire to memorialize,

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

ARTICLE I  
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists, and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. 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 teacher shall include female and male teachers.

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

present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers from six pay periods beginning with the second pay in September. Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law 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

### FAIR EMPLOYMENT PRACTICES

A. The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, or membership or participation in the activities of the Association or any other teacher organization.

B. The Association agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, or marital status, and to represent equally all teachers without regard to membership or participation in, or association with the activities of any other teacher organization.

C. The Board and the Association mutually agree that membership in the Association or any other teacher organization shall not be required as a condition of employment of any teacher with the Board.

### ARTICLE III

#### BOARD AND ADMINISTRATION RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan, and the United States, or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms limited by the provisions of this Agreement. It is further recognized that the Board, in meeting such responsibilities and in exercising its power and rights, act through its administrative staff. It is agreed that the Board retain the responsibilities, among others, for establishing and equitably enforcing reasonable rules and personnel policies.

### ARTICLE IV

#### ASSOCIATION RIGHTS

A. The Association and its members shall have the right to use school buildings, facilities, without charge, for professional meetings. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association whether on or off school premises. Bulletin boards and other established media of communication shall be made available for Association use.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District and tentative budgetary requirements and allocations in the form such information is maintained by the Board.

### ARTICLE V

#### TEACHER RIGHTS AND RESPONSIBILITIES

A. Pursuant of Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the 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 constitution of Michigan and the United States.

B. While the private and personal life of any teacher, particularly his religious or political activities, is not the concern of the Board and shall not be grounds for discipline or discrimination with respect to professional employment, the Association agrees that exceptions can be made only if a teacher in his private life, conducts himself in such a manner that his

conduct adversely affects his relationship to the students or the discharge of his teaching duties.

C. The Association and the teachers recognize that the basic duty of each teacher is to use his skill and exercise it in the most effective and proper manner to improve the quality of the educational process in the Springport Public Schools.

D. The success of the teacher in fulfilling his duty to the school system and his profession is dependent upon, among other things, the devotion of extra time to self-improvement and out-of-school time for preparation of projects and lessons plans, grading of papers, and counseling with parents.

E. The Association and the teachers further recognize and incorporate by reference the Code of Ethics of Michigan Education Association as the basic standard of professional conduct to which they will adhere in the performance of obligations to the Board and the children of the Springport Public Schools.

F. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

G. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.

H. Freedom of individual expression will be encouraged recognizing the concept of development of self through human interaction. It is further recognized that teaching methods should foster within their style promulgation of good mental health.

## ARTICLE VI

### PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by the Agreement are set forth in Schedule 9 which is attached and incorporated in the Agreement. Such salary schedule shall remain in effect during the one year term of the Agreement but may be reopened by request of either the Association or the Board at the end of the first year.

B. During the school year there shall not be more than two full days of in-service training. These shall not be school membership days as counted for state-aid purposes. The planning of these in-service days will incorporate the principle of teacher

involvement.

C. The following legal holidays shall be observed and school closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

D. One teacher shall be released from regular duties without loss of salary at least one day each semester for the purpose of participation in the area of regional meetings of the Michigan Education Association.

E. On severe weather days when school is officially called off, teachers will not be expected to maintain regular working hours when conditions exist that are hazardous to the individuals.

F. Guidance and Library personnel shall be reimbursed at the rate of 1/40 of their contractual rate per week in addition to the regular school year.

## ARTICLE VII

### TEACHING HOURS

A. The teachers's normal teaching hours in the schools shall be defined as follows:

1. Teachers will be expected to be at school 1/2 hour before school commences, at assigned stations fifteen minutes before classes begin, and remain at school fifteen minutes after pupil dismissal time.

B. The Board recognized the principle of a standard forty-hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within standard work week.

C. All teachers shall be entitled to a duty-free, 40 minute lunch period.

D. The Board will work to provide a lay worker for Learning Lab supervision in the high school.

E. The Board shall work toward providing lay workers to assist in handling monies such as, book fees, picture insurance, (and the six week final attendance summary report.)

F. Once the schedule has been set one week before the opening of school changes will not be allowed requiring a teacher to drop a preparation to be assigned to a learning lab.

ARTICLE VIII  
TEACHING LOADS AND ASSIGNMENTS

A. The Board will continue to strive toward the goal of a desirable class load. The Board agrees to consider recommendations of teachers relative to class size and composition.

B. Teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields.

C. Teachers who will be affected by a change of grade assignments in the elementary schools, shall be notified and consulted by their principals prior to the close of school in June, unless extenuating circumstances make later change necessary. Teachers shall be notified in writing as soon as such change is anticipated. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to a different grade level unless the teacher requests such a change.

D. It is recognized and agreed by the Association and the Board that in all cases the assignment or reassignment of teachers is the responsibility of the Superintendent of Schools.

E. The maximum week teaching load in the Junior and Senior High will be 30 hrs., excluding lunch period, of which one-sixth will be unassigned. The maximum teaching load in the elementary schools will be no more than 30 hours.

ARTICLE IX  
TEACHING CONDITIONS

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.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible.

B. 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 such educational tools. The Board undertakes to implement all joint decisions made by its representatives and the Association whenever possible. The Board agrees to keep the schools reasonably and properly equipped and maintained.

C. The Board and the Association agree that some supervisory responsibilities shared among teachers in a building on an equitable basis are necessary during and after the close of the pupil's school day.

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

E. The Board shall make available in each school adequate lunchroom facilities, restrooms, staff lounges, telephone and adequate parking facilities, to the extent that these facilities may be provided without cost for construction or renovations of existing facilities.

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

G. A teacher shall be required to attend all general building meetings when called by the building principal. When such general building meetings extend beyond a teacher's hours of formal responsibility, he shall not be required to remain in excess of 60 minutes beyond the close of the teachers school day and not more frequently than once a week.

H. A teacher's attendance and/or participations in parent teacher meetings, open house and similar school activities is encouraged as a professional responsibility.

I. Teachers may be required to attend not more than two (2) evening meetings each semester excluding parent-teacher conferences. Attendance at all other evening meetings will be at the option of the individual teacher. If more than one evening school conference is held per semester equal time shall be deducted from regular class day.

J. 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, national origin, or marital status, and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE X

### TEACHER EVALUATION

A. The work of all teachers shall be evaluated annually in writing by the administrative staff. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report and will have the right to review such report before it is placed in the teacher's permanent file.

B. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal will hold a conference with the non-tenure teacher after each such evaluation.

C. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure herein set forth provided, however, that nothing contained herein will deprive the Board of any rights which it has under the Michigan Tenure Teachers Act.

D. Any complaints regarding a teacher made to the administration by any parents, student or other person which is considered in evaluating said teacher's performance will be promptly called to his attention. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The Administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

E. If a teacher is to be reprimanded or disciplined by a member of the administration above the level of the principal, he will be entitled to have a representative of the Association present. The teacher will be given a period of time up to one hour to contact and have available the Association representative.

## ARTICLE XI

### TEACHER PROTECTION

A. The Board will continue to accept its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and when necessary will be provided directly by the Board.

B. Any pupil who is determined by the administration after consultation with appropriate qualified professional people to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

C. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his designated representative and the Superintendent. These two persons shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned.

D. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.

E. If as a result of an accident or assault arising out of and in the course of his employment a teacher is injured or suffers damage to or destruction of clothing and glasses, the Board of Education or its Workman's Compensation carrier will reimburse the teacher for such loss and/or required medical, surgical or hospital care.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## ARTICLE XII

### VACANCIES AND PROMOTIONS

A. Whenever a vacancy (listed in Paragraph C) in a professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the

length of time each has been in the school system of the district, and other relevant factors. The Board 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 the purpose 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. The preceding procedure concerning vacancies shall apply to the following positions:

1. Administrative
2. Counseling
3. Head High School Coach
4. Athletic Director
5. Summer School
  - a. Title I E.S.E.A. teaching positions
  - b. Driver Education
  - c. Head Start

#### ARTICLE XIII

##### TRANSFERS

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

B. Any teacher who shall be transferred to a supervisory or executive position 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 XIV

##### LEAVE PAY

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of ten days absence in any school year.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workman's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Workman's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated sick leave days.

C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave which shall be available in future years up to 80 days. Teachers at the 5-year experience level or with an accumulation of 50 sick leave days as of this date, August, 1968, will be allowed 20 days personal illness days per year until they reach the 80 day accumulated total.

## ARTICLE XV

### LEAVES OF ABSENCE

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

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

1. A maximum of three days per school year for a death in the immediate family, meaning wife, husband, child, father, mother.
2. Court appearance as a witness in any case connected with the teacher's employment or the school.
3. One day and for periods of longer duration for approved professional business. The teacher planning to use a professional business day shall notify his principal of his desire one week in advance of the intended absence.

Professional business days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities, and the Michigan and National Educational Associations and/or affiliate departments thereof.

The number of teachers approved to be at the discretion of the administration.

4. One business day or part of a day for personal business approved 24 hours beforehand by the Superintendent.
5. One additional day or part of a day for personal business approved 24 hours beforehand by the Superintendent to be deducted from sick leave.

C. Leaves of absence without pay shall be granted upon application for the following purposes:

1. Tenure teachers - Study related to the teacher's license field.
2. Tenure teachers - one year study to meet eligibility requirements for a license other than that held by the teacher.
3. Tenure teachers - One year for study, research or special teaching assignments involving advantage to the school system.
4. Religious holidays not previously mentioned in Article VI.

If the request for leave is approved, the approval shall indicate the period of absence, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the teacher shall be credited with all accumulated and unused sick leave.

D. 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. This time may be extended by permission of the Board at the request of the teacher. If at any time a pregnant teacher becomes an ineffective staff member, the teacher shall be required to take a leave of absence. The teacher shall be entitled to return from such leave if such vacancy is available at any time within two years but not earlier than six (6) weeks after termination of pregnancy.

E. Leaves of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such a program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

F. Teachers who have been employed by the Board for a minimum of four years (4) and are officers of the Association or are appointed to its staff may upon proper application, be given leave of absence without pay for not longer than one year for the purpose of performing duties for the Association.

G. Military leaves of absence shall be granted to any teacher who shall be inducted for military service to any branch of the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any increments upon return to said school district within two years.

## ARTICLE XVI

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least 120 days prior to the expirations of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. 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. 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 must mutually pledge that the representatives shall bargain in good faith and 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.

D. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery and/or fact finding machinery of the Michigan State Mediation Board.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher, providing one is available.

B. In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he does not have teaching duties he shall receive, in addition to his regular salary, a pro rata share of the substitute pay for such period. It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teachers may voluntarily assist the building administrator during a period in which he has no teaching duty. In such

circumstances, the teacher will not be paid for such assistance.

C. The Association shall be duly advised when possible, by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. RETIREMENT - All employees of the Springport Public School shall retire from active service at the conclusion of the school year following their 65th birthday except in the following provisions:

1. Any employee may be asked by the Board of Education to retire at the end of any school year following his/her 62nd birthday.
2. Any employee desiring to begin a new school year following his/her 65th birthday, may petition the Board in writing at least sixty calendar days prior to the closing of school. Such employee may continue to be employed on a year to year basis with majority consent of the Board of Education.

E. Health Examinations - Each teacher serving under tenure shall submit to a general physical and/or mental examination at the discretion of the Board. The cost of such examinations and the selection of the physician shall be met by the Board.

F. Each teacher will be required to have a chest X ray or Mantoux test and present evidence of such to the Board prior to the end of the first week of school.

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

H. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

I. 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.

## GRIEVANCE PROCEDURES

A. A grievance is a complaint by a bargaining unit employee, or by the Association in its own behalf, concerning (1) any alleged violation of this agreement; (2) any alleged violation of the written conditions of employment established by the Board from time to time; or (3) any disciplinary action.

B. All grievances shall be handled by the following procedure:

STEP 1 - The teacher shall first discuss the grievance with the principal, either individually or accompanied by an Association representative, in an attempt to resolve the grievance informally.

STEP 2 - If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance, and shall be signed by the teacher or Association representative and presented to the Principal within fifteen school days following the act or condition which is the basis of the grievance. The written grievance may be presented to and discussed with the Principal either (a) by the teacher alone, or (b) by the teacher accompanied by an association representative in the name of the Association.

Within ten school days after receiving the written grievance, the Principal shall communicate his decision in writing to the person or persons who presented the grievance, and to the Association if the grievance was presented by the teacher alone.

STEP 3 - Within ten school days after the delivery of the Principal's decision, the grievance may be appealed to the Superintendent, or his designee, by the person or persons who presented the grievance at Step 2, or by the Association if the grievance was presented by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2.

Within ten school days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 3, and to the Association if the grievance was presented at Step 3 by the teacher alone. As part of his investigation, the Superintendent or his designee shall give an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 3 by the teacher alone)

to the President of the Association or his designee.

STEP 4 - Within ten school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 3, or by the Association if the grievance was presented at Step 3 by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition on the grounds of which the grievance is based, and shall be accompanied by copies of previous decisions.

Within twenty school days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 4 by the teacher alone), to the Association. The Board shall deliver its decision in writing, together with the supporting reasons, within ten school days after the hearing, to the person or persons who presented the grievance at Step 4, and to the Association if the grievance was presented at Step 4 by the teacher alone.

STEP 5 - Within ten school days after delivery of the Board's decision, the grievance may be appealed to advisory arbitration by the Association. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be paid in full by the loser of the Arbitration decision. The arbitrator's decision shall be advisory only and shall not be binding upon any party. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this Agreement or of the written Conditions of Employment established by the Board from time to time or whether any disciplinary action was unjust or improper. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

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.

ADDENDUM A

TEACHER TENURE  
CONTRACT OF EMPLOYMENT

This agreement made this day, \_\_\_\_\_, 19\_\_\_\_ between  
SPRINGPORT PUBLIC SCHOOL hereinafter called the District, and  
\_\_\_\_\_ hereinafter called the Teacher, this  
contract shall be in force indefinitely unless terminated as  
provided for herein.

WITNESSETH:

1. CERTIFICATION - It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent or the Board of Education.
3. TENURE ACT - The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. TENURE POLICIES - The Teacher agrees to obey the provisions of the SPRINGPORT PUBLIC SCHOOL TENURE POLICIES adopted Sept. 2, 1964, and any future TENURE policies that may be adopted while this contract is in force.
5. COMPENSATION - The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated in the attached rider. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.
6. EXTRA DUTIES - It is understood between the parties that a Contract stipulating extra compensation for a Teacher performing extra duties, has a non-tenure status. For a

teacher who has attained continuing tenure, failure of the Board of Education to re employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.

7. SICK LEAVE - The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

#### ADDENDUM B

#### PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT

THIS AGREEMENT MADE this day, \_\_\_\_\_, 19\_\_\_\_, between the SPRINGPORT PUBLIC SCHOOL hereinafter called the District and \_\_\_\_\_ hereinafter called the Teacher. For the school year \_\_\_\_\_.

#### WITNESSETH:

1. CERTIFICATION - It is represented that the said Teacher hold all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the contract period hereinafter set forth. The Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. TENURE ACT - The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act, (P.A. No. 4 of 1937, extra session, as amended).
4. TENURE POLICIES - The Teacher agrees to obey the provisions of the SPRINGPORT PUBLIC SCHOOL TENURE POLICIES adopted Sept. 2, 1964, and any future TENURE policies that may be adopted while this contract is in force.
5. COMPENSATION - The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be

authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.

- 6. EXTRA DUTIES - It is understood between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a Teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- 7. SICK LEAVE - The teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
- 8. PROBATIONARY STATUS - The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of \_\_\_\_\_ duration. Continuing tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
- 9. CONTRACT AND FINANCIAL INFORMATION

<u>Length of Contract</u>	<u>Starting Date</u>	<u>Termination Date</u>
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Base Annual Salary	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL SALARY	\$ _____

Said sum (total salary) shall be paid in equal installments the first payment to be made about 19\_\_\_\_ with subsequent payments to be made as follows:

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER  
SIGNATURE \_\_\_\_\_

FOR THE BOARD OF EDUCATION  
Superintendent of Schools \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Address \_\_\_\_\_

ARTICLE XIX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1968 and shall continue in effect for one year until the day of June 30, 1969. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

\_\_\_\_\_, President

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

\_\_\_\_\_, Secretary

\_\_\_\_\_, Treasurer

\_\_\_\_\_, Treasurer

Addendum C

1. Substitute pay shall be determined by the Board, however, once it is determined, substitute pay shall be uniform for all teachers.

All absences before and after vacation days shall not be covered by sick leave unless covered by communication from a Medical Doctor.

2. Non-Degree salary schedule will be a full \$500.00 below degree status at each experience level. The same years experience level given for outside experience, 6 years will apply to non-degree persons.

3. Agriculture teacher will be compensated by \$1500.00 for the summer vacation period from closing in June to the beginning of school. Two weeks of this time will be vacation period without work obligation.

SALARY SCHEDULE  
1968-69

Springport Public School

Yrs. Exp.	(Flat increment increase)		% increase over base pay
	B.A. Degree	M.A. Degree	% Increase
0	\$6400	\$6850	
1	6600	7124	4
2	6800	7398	8
3	7050	7672	12
4	7300	7946	16
5	7600	8220	20
6	7900	8425	23
7	8200	8631	26
8	8500	8836	29
9	8800	9042	32
10	9100	9316	36
11		9590	40

All extracurricular percentages are based on beginning salary.

Athletic Director	10%	Senior & Junior Plays	3%
Head Football -BB-	9%	Yearbook	5%
Head Baseball & Track	8%	Girls Athletic Assoc.	
Wrestling	8%	(Inc. cheerleaders)	3%
Ass't Coaches & Baseball	7%	Golf	5%
Junior High Coaches	7%	Audio-Visual	3%
Flag Football	3%	School Paper	3%
Cross Country	5%	Band Director	7%
		Debate & Forensics	3%

Teachers shall be remunerated for athletic events as ticket takers, time keeper, scorers and supervisors of buses (at away athletic events) at the rate of \$5.00 per events. When a teacher has been assigned an activity and cannot fulfill the responsibility, it shall be his or her duty to arrange a suitable replacement and so notify the assigning authority.

Insurance

The Board shall provide the sum of \$6.00 (six) per teacher per month toward hospitalization insurance. The carrier for the above hospitalization insurance shall be named by mutual agreement between the board and the association (MEASA). It is mutually agreed that this sum shall only be paid in insurance.

Special Education

Each special education teacher will be paid an additional \$200.00 per year above the contractual rate for regular teachers.