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# MASTER AGREEMENT

## BETWEEN

### SPRINGPORT PUBLIC SCHOOL

and

### JACKSON COUNTY EDUCATION ASSOCIATION

### M.E.A. - N.E.A. 1974 - 1975

*Springport Public Schools.*

*Warren Dalsen  
Springport Public Schools  
Springport, Mich. 49284*

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MASTER AGREEMENT BETWEEN SPRINGPORT PUBLIC SCHOOL AND  
JACKSON COUNTY EDUCATION ASSOCIATION, M.E.A. - N.E.A.

PREAMBLE

This agreement entered into this 12th day of March, 1975 by and between the Jackson County Education Association, an incorporated association hereinafter called the "JCEA" affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Board of Education of Springport Public Schools, Jackson, Calhoun, Eaton and Ingham Counties, Michigan, hereinafter called the "Board". The Signatories shall be the sole parties to this agreement.

WITNESSETH:

WHEREAS, the Board of Education and the JCEA 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 in large upon the quality and morale of the teaching service, and,  
WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of P.A. of 1947, as amended by Act 379 of P.A. of 1965, to bargain with the JCEA as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,  
WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,  
In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the JCEA as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947, as amended, for the following described bargaining unit:

All full time or regularly scheduled part time certified instructional personnel excluding supervisors, summer recreational program employees, teacher aides, per diem employees, and instructors of non-credit adult education programs and all other employees not specifically included in the aforementioned bargaining unit. A regularly scheduled part time employee shall be defined as an employee employed in the same position on a regular basis for at least five (5) days per week and three (3) hours per day. Substitute teachers working more than fifteen (15) consecutive days shall become a member of this bargaining unit for the duration of the consecutive days of employment.

B. Definitions:

1. The term "teacher" when hereafter used in this agreement, shall refer to all employees represented by the JCEA in the bargaining unit or in the negotiating unit as above defined and reference to male teachers shall include female teachers.
2. The term "Board" shall include its officers and members and/or its agents.
3. The term "Association" when hereinafter used in this agreement shall be defined as members of the JCEA employed by the Springport Public Schools and included within the above described bargaining unit.

## ARTICLE II: ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities and office equipment such as typewriters, mimeograph machines, other duplicating equipment, calculating machines and also audio-visual equipment, when not otherwise in use. The use of said equipment shall be at such reasonable cost of all materials, labor and supplies incidental to such use and further the Association agrees to pay for any damage to said equipment incidental to Association use.
- B. Authorized representatives of the JCEA, MEA and NEA may, upon checking in with the building principal, enter the school building for the purpose of transacting official Association business during the school day while this contract is in full force and effect. It is expressly understood that any JCEA, MEA or NEA representative shall not during the course of his visit interrupt or interfere in any way with normal school operations, nor shall he have the right

to visit a teacher at or take teacher from his duty station. Further, any JCEA, MEA or NEA representative not so checking into the school building or any representative taking a teacher away from his duty station may be barred from further access to the building during the school year and any teacher conversing with a representative knowing that said representative has not complied with the provisions of this paragraph shall be subject to a reprimand the first time and further disciplinary action thereafter.

- C. The Association shall have the exclusive right to post reasonable notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mail boxes for communications to teachers, all such notices shall be signed.
- D. The Board agrees to make available to the Association upon request available information concerning financial resources of the district, including but not limited to teachers' salaries and placement on salary schedule, annual financial reports and **audits**, administrative salaries, agendas and minutes of all board meetings, treasurer's reports, census and membership data, and any changes clarifying the above, and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive negotiation proposals on behalf of the teachers. It is expressly understood that the Board shall not be required to furnish to the Association or teachers information of a confidential nature obtained from other schools, personnel employment agencies or former employers, such as recommendations for employment and other material of a confidential nature.

Any request for information identified in this paragraph (D) will be made by the Association President or his designee in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative within five (5) working days from the date said request is received by the Superintendent. Working days in this instance shall be Monday through Friday inclusively. Original records may be examined only at the office of the school.

- E. The Board shall place on the agenda of each regular board meeting as the first item for consideration under "new business" any reasonable matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office in writing six (6) days prior to said meeting.
- F. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:
  - 1. Recognizing the professional expertise of teachers, the teaching staff will help in developing a sound curriculum which will be subject to approval of the Board.
  - 2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the

maturity level of the student and the special circumstances that surround the teacher/learning relationship.

3. The teacher shall have the responsibility of keeping his principal informed of all controversial issues to be taught outside the accepted course of study.
- G. The Board agrees to provide the Association with five (5) copies of the officially adopted budget acted on and accepted at the annual budget hearing.
- H. The agenda to be presented by the Board shall be made available to the Association.
- I. Special conferences for important matters will be arranged between the Association President and the Superintendent upon mutual consent of the parties. Such meetings shall be between at least two (2) members of the Association and the Superintendent and a representative of his choice.
- J. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

#### ARTICLE III: TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the state of Michigan, the Board undertakes and 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 or participation in any lawful activities of the Association or in 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. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or Michigan Teacher Tenure Act. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The private life of a teacher is his own affair unless his conduct should adversely affect his relations with students or the discharge of his teaching and other school related duties.

#### ARTICLE IV: BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by Board without limitation and without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the schools' business, the equipment, and the operations and to direct the working forces and concerns of the Employer affecting the school district.
  2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of short duration), determine the size of the work force and to lay off employees.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including automations thereof or changes therein, the institution of new and/or improved methods of changes therein.
  5. Adopt reasonable rules, regulations, and policies.
  6. Determine the number and qualifications of employees.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
  8. Determine the placement of operations, productions, service, maintenance or distribution or work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

- B. The matters contained in this Agreement and/or the exercise of any rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE V: PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of teachers dues for the Springport Education Association, which shall include county, state and national dues when authorized in writing.

As a condition of employment newly employed teachers must join the SEA, the MEA and the NEA or pay a sum equivalent to the total of these dues to the local Association. Exempt from this requirement are those teachers who were employed in the Springport Public School District and not a member of the SEA, JCEA, MEA or NEA in the school year 1968-69. The Board agrees to dismiss any teacher who does not comply with these criteria.

- B. In the event that neither of the provisions of Paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act. The charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to comply with the above provisions is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.
- C. Regular dues for any or all of the above stated organizations shall be deducted together, as one (1) deduction, in ten (10) equal bi-weekly installments beginning with first pay period in October.
- D. Form shall be as follows:

On this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, I \_\_\_\_\_, hereby authorize the Board of Education to deduct the following sums in ten (10) equal installments or in a lump sum payment as dues from the teachers salary. I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Association. Further, it is my express understanding that this authorization

for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Association.

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Filed with the Board of Education  
on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.

- E. Dues authorizations filed with the Superintendent on or before the fifteenth (15th) day of school of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the fifteenth (15th) day of school by teachers hired prior to September 1 of each year shall be deducted from the first five (5) pay periods of the second semester. Any teacher hired on or after the first day of September of each year shall have fifteen (15) days to file a dues authorization card with the Superintendent.
- F. Dues authorization once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one (1) authorization form per year per teacher.
- G. The Association shall, on or before September 1 of each school year, give written notification to the Superintendent of the amount of its dues, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this Article. Assessment shall be defined as deductions in addition to the originally specified amount.
- H. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of JCEA, MEA and NEA dues paid to it to the Treasurers of those organizations.
- I. All refunds claimed for dues of the Association, JCEA, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions. The Board agrees to assist the Association in finding any mathematical errors with respect to refund claims.
- J. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- K. The Association will protect and save harmless the Board from any or all claims, demand, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article.
- L. Payroll deductions will be made, when properly authorized by teachers, for each of the following:
- (a) Professional dues or equivalency
  - (b) Insurance
  - (c) Credit Union
  - (d) Tax Deferred Annuities
  - (e) Any plan agreed to jointly by the Board and the Association
- M. For the purpose of dues deduction, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.

#### ARTICLE VI: WORKING CONDITIONS

##### A. HOURS

1. Unless conditions warrant less than full day sessions, the normal daily class schedule shall not begin before 8:00 A.M. and end later than 4:00 P.M. The length of the teacher's day in school shall not exceed six (6) hours fifty-five (55) minutes. Teachers shall be required to report fifteen (15) minutes before the start of classes and ten (10) minutes after school ends with the exclusion of Friday or a day preceding a holiday when teachers may leave after buses depart from their building.
2. Staff meetings will not exceed thirty (30) hours per year or five (5) hours in any given month. Building staff meetings will not exceed one (1) hour in any given session. All other meetings will not exceed two (2) hours in any one (1) session. At the first building staff meeting of the year, a day will be selected for regular staff meetings to facilitate teacher planning. Except in the event of an emergency (such emergency to be decided jointly by the Principal and Area Representative) a minimum of twenty-four (24) hours notice will be given by the Administration concerning an upcoming meeting. Teachers will be required to attend meetings called by the Administration subject to the above limitations. Orientation sessions at the beginning of the school year and in-service sessions are not considered as staff meetings for the above limitations.
3. The normal weekly teaching loads will be thirty (30) teaching periods and five (5) unassigned preparation periods for the middle school and twenty-five (25) teaching periods and five (5) unassigned preparation periods for the high school, or not to exceed an average of five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.

The normal weekly teaching load in the elementary grades (K-5) will not exceed an average of six (6) hours of pupil contact per day.

4. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes. However, it is expressly understood that their lunch periods may be staggered in accordance with scheduling with the building principal, and that no lunch period shall begin before 11:00 A.M.
5. No departure from the above norms, except in case of emergency, shall be made without prior consultation with the Association.
6. In order that students may obtain the full benefits of their instruction, it is agreed that all negotiations on behalf of the Association with any representative of the Board will take place after regular school hours.
7. If a teacher is assigned to teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at the rate of:

Annual salary divided by number of normal periods taught  
per day = salary for each our of overload.

8. No teacher shall be required to work a split shift or to teach less than three (3) hours a week in a summer school program. Teachers shall be compensated at not less than their hourly rate, calculated on the basis of the last normal teaching year, for any such programs completely sponsored and financed by the local school district.
9. Elementary teachers will be provided two fifteen-minute relief periods each day, plus at least 30 minutes per week of other released time furnished by other arrangements. In addition elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

#### B. CLASS SIZE

Because the pupil/teacher ratio is an important aspect of any effective educational program, the parties agree that class size should be lowered (wherever possible) to meet the following optimum standards and maximum numbers. The maximum numbers will not be exceeded in lab sciences, shop, art, homemaking, and typing classes.

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-second grades	15	22
Third-Fifth grades	18	25

#### 2. Middle and Secondary

(Where the middle school classrooms may be self-contained as in the elementary grades, the above optimum and maximum for Third-Fifth Grades will apply.)

English	25	28
Social Studies	25	28
Mathematics	25	28
Science	25	<u>28</u>
Language	25	28
Business	25	28
Typing		<u>32</u>
Office Machines		<u>25</u>
Industrial Arts, General	15	<u>22</u>
Drafting		<u>20</u>
Homemaking		<u>28</u>
Food Preparation		<u>16</u>
Food & Clothing		<u>20</u>
Music	30	40
Art		<u>28</u>
Physical Education	28	35
Hygiene	18	25
3. <u>Special Education</u>		
Special classes for handicapped or mentally retarded	10	15
4. The ratio of pupils to total classroom teachers with the district shall not exceed 27 to 1.		

C. QUALIFICATIONS AND ASSIGNMENTS

1. Every teacher employed by the Board must have a valid teaching certificate. A copy of this certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.
2. Each middle school teacher shall be required to submit to his principal eight (8) areas of interest with regard to exploratory subjects. Teachers shall not be required to teach an exploratory subject outside of the designated area of interest or his major or minor unless mutually agreed otherwise.
3. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the first day of July. In the event that changes in such are proposed, all teachers affected shall be notified by the Principal in writing. A teacher wishing to have a consultation must request it within ten (10) days

of the post date of the notification. Only by mutual discussion will changes in teachers' assignments be made later than the fifteenth (15th) day of August preceding the commencement of the school year or the second day of December for the second semester.

4. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher, preference in making such assignments will be given to tenure teachers regularly employed in the district.
5. Supervisory teachers of student teachers shall be tenured teachers with a minimum of three (3) years experience who voluntarily accept the assignment, and they shall be known as "supervisory master teachers." The parties recognize the "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.
6. Supervisory Master Teachers shall work directly with the college university program coordinator and assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the **profession**.
7. The Board agrees to provide Supervisory Master Teachers with an extra copy of the most recent texts and building policies for use in assisting an intern teacher.
8. The Board shall disclose the amount received from the University placing the student teachers. Monies made available to the district by the placing university shall be administered monthly by a joint committee composed of the university coordinator, supervisory master teachers, and a representative of the Board in a manner determined by the majority of the committee, the following areas of appropriate expenditures are suggested: In-service training program, released time for permanent staff, and materials and equipment.
9. The supervisory master teacher shall file a written report and evaluation with the university coordinator and the administration with a copy to the intern each four (4) weeks.
10. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declares a policy of actively seeking minority group personnel.
11. The Board and the Association hereby endorse the concept of Professional Courtesy shall be duties performed by a teacher during released or non-instructional time for another teacher who is predisposed by circumstances either by or beyond his control. In any case, Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy. The building principal shall be notified. (Intent: It is understood that this paragraph shall be used for legitimate situations.)

#### D. SUPPLIES AND MATERIALS

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The curriculum committee shall make recommendations to the Board concerning the selections and use of educational tools at least once a semester. The Board agrees at all times to keep the schools reasonably equipped and maintained, and work toward providing the number of the above materials necessary for each student's use of each classroom.
2. The Board and the Association mutually recognize the importance of supplemental materials for teachers. Accordingly, the Board and the Association will each contribute up to fifty dollars (\$50.00) annually to the formation of teacher reference libraries. These materials shall be approved through the Association Executive Committee.
3. The Board shall provide:
  - a. A lockable space and/or access to a lockable area for each teacher in the district.
  - b. Adequate chalkboard space in every classroom.
  - c. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - d. At least one (1) dictionary in every classroom and make effort to supply up-to-date thesauruses.
  - e. Storage space in each classroom for instructional materials.
  - f. Adequate attendance books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility, providing such is available to the Board.
  - g. Teachers shall not, except if negligent be responsible for damage or destruction of student records.
  - h. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and copying paper to aid teachers in the preparation of instructional material, providing such is available to the Board.
  - i. Seating facilities for each student.
4. The Board shall make available and maintain in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted to the

extent that these facilities may be provided without cost for construction or remodeling of existing facilities. One (1) table in the lunch room may be reserved for faculty use. Provision for such facilities will be made in all future building.

5. Telephone facilities shall be made available without charge to teachers for their use in conducting school or other professional business, and local personal calls. Charges on long distance personal calls will be assumed by the individual teacher.
6. The Association may at its expense install and maintain vending machines in the teachers' lounge.
7. Adequate off-street parking area shall be provided and maintained for faculty use to the extent that parking facilities may be provided without cost for reconstruction or additions to existing facilities.
8. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, providing that this provision shall not be construed as limiting a teacher's teaching duties and responsibilities in regard to maintaining student discipline.
9. All teachers are covered by Michigan Workmen's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
10. The teacher shall not be required to collect monies for lunches, milk or charitable organizations except on the first student day of the week which shall be deemed the normal collection day.
11. Keys to an assigned area of a building shall be made available upon request to any teacher.

#### ARTICLE VII: SCHOOL CALENDAR

- A. For the term of this agreement the school calendar shall be as set forth in Appendix E.
- B. Any deviation shall be by mutual consent.
- C. When school is officially called off, teachers will not report for work.

#### ARTICLE VIII: VACANCIES, TRANSFERS AND PROMOTIONS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The request shall set forth the reasons for transfer, the school, grade or position sought, and applicant's academic qualifications.

- B. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this article is created.
- C. Whenever any permanent vacancy in a professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting on the bulletin board in the teachers' lounges. The vacancy will remain posted for a period of ten (10) days and will not be permanently filled until the expiration thereof. Any new positions, including supervisory positions, shall be posted with accompanying job description.
- D. Any teacher possessing qualifications to apply for such vacancy may do so in writing to the Superintendent's office within a seven (7) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, close level, area of specialization, and other relevant factors.
- E. The Board reserves the right to deny applications as specified above.
- F. Since a promotion would result in placing a teacher in a supervisory position and hence excluded from the terms of this contract, the Board reserves the right to promote on the basis of its own judgments of qualifications and also to hire new employees for any such opening or vacancy.
- G. Posting of notices for professional vacancies mentioned in this Article shall be posted in the Board Office and through the Association President or his designee when school is adjourned for the summer months.
- H. Since the frequent transfer 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 unless necessary.
- I. 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 upon his return to a classroom teaching position, including seniority rights for purposes of lay off.

#### ARTICLE IX: LEAVE OF ABSENCE

##### A. Paid

1. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) days per school year, accumulative to one hundred twenty (120) days, with pay which may be used for the following reasons:
  - a. Personal illness
  - b. Critical illness in the immediate family (spouse, children, parents, parents-in-law, brothers and sisters, grandchildren, grandparents) (maximum three (3) days)

- c. Attendance at the school graduation of a son, daughter or spouse (maximum of one (1) day). This shall not be granted during final exams.
  - d. Attendance at the funeral of a member of immediate family or a person whose relationship to the teacher warrants such attention in the discretion of the Superintendent.
  - e. Death in the immediate family (as defined above) (maximum five (5) days)
  - f. The following conditions shall apply:
    - (1) Each day of the sick leave hereinabove granted shall accrue as of the last day of the month during the school year, except June, which day shall accrue as of the first day of the month.
    - (2) Teachers shall be required to notify the building principal in the event of an absence due to personal, critical or emergency illnesses between 6:00 A.M. and 7:00 A.M. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible or unreasonable to do so.
    - (3) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the Superintendent or the Building Principal.
    - (4) The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
2. Business Days. A maximum of two (2) days per year non-accumulative may be granted for personal business of the teacher. These days may only be used for business which may not be completed or transacted other than during school hours as determined by the Building Principal or Superintendent. Further, these days may not be used on the work day preceding or succeeding a vacation or holiday without prior permission of Principal or Superintendent who shall grant such days. As a condition precedent to receiving pay for personal business days, the teacher shall request permission from the Principal or Superintendent and in absence President of the Association, at least two (2) working days of the expected date of absence.
3. A teacher called for jury duty during school hours shall receive his full salary for such time, provided that the teacher shall reimburse district for those monies received for said jury duty.
4. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter shall receive his full salary for such time, provided that the teacher shall reimburse the school district for those monies received for such testimony. It is expressly understood that this provision shall not apply in the event the teacher is subpoenaed to testify against the school district or Board of Education.

5. Each teacher shall be credited with one (1) day to be used for professional business. Professional business days may be used for such educational purposes as determined by the Board. Requests for usage of such professional business days shall be made at least one (1) week in advance. The teacher may be requested to file a written report within one (1) week of his attendance. Extension of such professional business leave may be granted in the discretion of the Board.

B. Unpaid

1. Leaves of absence of up to one (1) year without pay may be granted to a teacher who has completed a probationary period (except for military leave) for the following enumerated reasons and conditions listed hereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted to renewal in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence to correspond as nearly **as possible** with the beginning or ending of school year, term or marking period in order to maintain continuity of the student/teacher relationship. A leave for illness or disability reasonably anticipated in excess of sixty (60) calendar days prior to occurrence will be via a leave of absence without pay. All requests for renewals shall be filed in writing in not less than ninety (90) days prior to the termination of the leave. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each leave will be reviewed by the employer with the understanding that its decision will in no way establish a precedent. The decision of the employer as to whether such leave shall be granted is final.
  - a. The employer shall not be required to assign an employee returning to duty after a leave to the same building, position, or assignment held prior to the leave. The employer will, however, attempt to assign the employee to the same position, if available and circumstances permit it, or a substantially equivalent position.
  - b. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his leave will be automatically terminated and this will be considered as just cause for dismissal.
  - c. An employee on leave shall not lose sick leave time accumulated prior to his leave. However, sick leave time shall not accumulate during his leave of absence.
  - d. While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, except as provided elsewhere in this Article.
  - e. An eligible employee desiring a leave of absence shall submit his request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with his recommendation for action.
  - f. For all employees whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be deemed a resignation of employment.

2. Requests may be filed for the following reasons:

a. Study related to the teachers licensed field. This leave of absence will be considered for a maximum length of one year only.

b. Maternity leave.

- (1) Maternity leave without pay is available to female teachers. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.
- (2) In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least five (5) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement.
- (3) Within thirty (30) days thereafter, the teacher shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly up to the ninth (9th) month and weekly thereafter, and a statement by the administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, or school year. At no time will the teacher be permitted to work without the aforementioned physician's statement that she is medically able to continue services. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- (4) The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
- (5) Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for re-employment. Extension of the leave shall be in the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- (6) A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

- (7) Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
  - (8) Failure to apply for a maternity leave as hereinabove specified shall result in termination of employment when the teacher can no longer perform her duties.
  - (9) Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the teacher shall be restored to her same teaching position and position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.
- c. The above provisions shall apply in the event of the adoption of a child. Said leave shall commence at the time of the placing of the adopted child in the parent(s) home.

#### ARTICLE X: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All new teachers hired under this contract shall be given full credit on the salary schedule set forth in Appendix B for full years of outside teaching experience in a school district accredited by a state recognized accrediting agency up to a maximum of six years. In areas of employment where the Board finds difficulty in filling positions the Board may in its discretion offer credit for greater than six years experience.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching hours as defined in the Agreement. For full semester classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at 1/5 over their salary schedule step.
- D. Teachers involved in VOLUNTARY extra duty assignments as set forth in Appendix B-1 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of the Agreement without deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twelve cents per mile. The same allowance shall be given for use of personal car for approved field trips or other approved business of the district. The Board may provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- F. Upon official retirement from teaching in recognition of services to the school district, a terminal payment of 5% of the base salary for that contractual year shall be paid to each retiree who has completed 15 years in the Springport Public Schools.

G. Guidance and Library personnel shall be reimbursed at the rate of 1/38 of their contractual rate per week in addition to the regular school year. Guidance and Library personnel who miss the beginning or ending week of the regular school year shall not be allowed to substitute an additional week's work outside the regular school year for the missed work.

H. The Association secretary shall be notified of openings in extra-curricular jobs seven days prior to filling the job.

## ARTICLE XI: PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the JCEA that there has been an alleged violation of any provision of this Agreement may be processed as a grievance as hereinafter provided. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of service of or failure to re-employ any probationary teacher.
  2. The placing of non-tenure teacher on a third year of probation. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or remedy.
  3. Any matter involving teacher evaluation. However, failure to comply with the procedural requirements concerning teacher evaluation shall be grievable.
- B. The JCEA shall designate a grievance committee to handle all grievances when requested by the grievant, and shall notify Superintendent of the names of said representatives not later than the 15 day of September of each school year. The Board hereby designates the principal of each building to act as its representatives at Level One as hereinafter described and the Superintendent or his designated representatives to act at Level Two as hereinafter described.

All grievances shall be handled by the following procedures:

Step 1 - In the event that a teacher believes there is a basis for a grievance; he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. This must be done within five (5) days after this alleged grievance becomes known to the teacher.

Step 2 - If, as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the grievance form, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building within (5) days after the discussion mentioned in Step 1. A copy of the grievance shall be delivered to the Principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

within five (5) days receipt of the grievance the Principal shall meet with the Association committee and the aggrieved in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the grievant and Association secretary.

Step 3 - If the JCEA is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, a copy of the written grievance shall be filed with the Superintendent within seven (7) days of the disposition or twelve (12) days of the meeting with the principal, whichever shall be earlier. Within seven (7) days the Superintendent or his designee shall meet with the grievance committee and the grievant on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant, the JCEA PRESIDENT and building principal

in which the grievance arose and place a copy of same in a permanent file in his office.

Step 4 - If the JCEA grievance committee is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within seven (7) days of the disposition or twelve (12) days of the meeting with the Superintendent, whichever shall be earlier. The Board, within two (2) calendar weeks, shall meet with the JCEA on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the JCEA President and the grievant.

Step 5 - If the JCEA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the JCEA shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred. Provided, a claim involving a remedy directly benefiting the grievant regardless of his employment shall not be barred because the grievant left the employ of the Board.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations except upon mutual agreement between parties.

C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievances not substantially in accordance with the above requirements, may be rejected as improper.

D. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales.
3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except when in direct contradiction to the expressed contract provisions.
4. He shall have no power to decide any question which under this Agreement, is within the responsibility of the management to decide, unless controlled by the express written provisions of this contract.
5. He shall have no power to interpret state or federal law.
6. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Both parties agree, subject to the right of judicial review, to be bound by the word of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator and of the American Arbitration Association shall be paid equally by the parties to this contract.

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

The term "days" as used herein shall mean days in which school is in session, except in summer when days are week days minus holidays.

#### ARTICLE XII: TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three (3) times a year, by their principal, and tenure teachers will be evaluated at least once every two (2) years thereafter by their principal.
- B. Evaluation shall be conducted by a building principal. Observation shall be for a minimum of thirty (30) minutes. All observations for the purpose of evaluation shall be with the full knowledge of the teachers.

- C. A copy of each written evaluation shall be submitted to the teacher at the time of personal interview, which shall be held within ten (10) days after the observation. The teacher shall sign the original and retain a duplicate copy. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation before it is placed in the file.
- D. Complaints regarding a teacher made to the administration by any parent, student or other person which is considered in evaluating said teacher's performance will be called to his immediate attention and reduced to writing by an administrator. Each teacher will have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teachers 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, 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.

Each teacher's personal file shall contain the following minimum items of information:

Annual TB report and required medical information.

All teacher evaluation reports.

Copies of contracts.

Copy of teacher certificate.

A transcript of academic records.

Tenure recommendation.

No material to be used in disciplinary action against the teacher may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file, except privileged information mentioned above.

- E. If the teacher is asked to sign material placed in his 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.
- F. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall identification of the specific ways in which the teacher is to improve.
- G. A copy of the final evaluation report of each probationary teacher shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

ARTICLE XIII: REDUCTION IN PERSONNEL

- A. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Springport Public Schools Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous services. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall be determined by using the following criteria:
  - 1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan.
  - 2. Years of continuous employment in a particular grade level in grades K-6 and by subject matter taught in grades 7-12.
  - 3. Length of service in Springport Public Schools.
  - 4. Experience in subject or grade level in the last ten (10) years.
  - 5. Evaluation ratings of the last five (5) years.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association when reduction of staff is anticipated.
- F. NECESSARY REDUCTION OF PERSONNEL - LAYOFF: The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:
  - 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district or a substantial increase in costs without a corresponding increase in revenue or because of a change in the educational program. The Tenure Act will be followed where applicable.

2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - (b) In the event seniority teachers must be laid off, lay off will be on the basis of seniority as established hereinbefore within classification as well as knowledge, skill and efficiency on the job and physical fitness. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within no more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
  - (c) Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half ( $\frac{1}{2}$ ) of the school year; otherwise such teachers remain on the same salary step.
- G. RECALL: Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.
- H. Employees who are notified of recall and fail to respond within five (5) business days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned. The Association will be notified of recall of individual employees.
- I. The recall list shall be maintained by the Board for a period of at least two (2) years. Thereafter, a teacher shall lose his right to recall.
- J. In the event that this District shall be a combined with one (1) or more districts, the Board will use its best efforts to insure the continued employment of its present staff in such consolidated district.

#### ARTICLE XIV: STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. A teacher is primarily responsible for the maintenance of control and discipline in his classroom. The Board will give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent. If the Superintendent does not concur, the teacher may appeal to the Board of Education.

- B. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. It is recognized that when discipline problems arise in the classroom they may be most constructively dealt with by joint consideration of the problem with teacher, student, and building principal present. The parent of such student may be notified and given an opportunity to be present. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- D. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s) the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued, any teacher not otherwise covered by insurance, whether through MEA or some independent insurance carrier, may apply to the Board of Education for legal assistance. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, the Board may provide legal counsel to the teacher.

- E. Teachers shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. LOSS OF TIME, INJURY AT SCHOOL: Any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a Workman's Compensation claim is to be filed. If a teacher is involved in an assault as mentioned above, and the Board of Education determines that the teacher has acted within the scope of his authority, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within the scope of his authority, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported in writing to the teacher concerned.

#### ARTICLE XV: CONTINUITY OF OPERATIONS

- A. Effected teachers shall be notified not less than sixty (60) calendar days prior to the last day of school in the current regular school year whether any reduction in such staff for the following school year may be needed. If a teacher receives no notification he automatically assumes a position for the following year.
- B. NO STRIKE CLAUSE: The Association recognizes that strikes, as defined by Section 1 of the Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

#### ARTICLE XVI: NEGOTIATIONS PROCEDURES

- A. Representatives of the Board and the JCEA'S Bargaining Committee will meet on the last school day Tuesday of each month or such day as mutually agreed upon for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Each party will submit to the other, on or before Friday prior to the meeting an agenda covering what they wish to discuss. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be powered to effect temporary accommodations to resolve special problems.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, 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 agreement in any such negotiations, either party may invoke the mediation and/or fact finding machinery of the Michigan Employment Relations Commission.
- D. Between March 1 and June 1 prior to the expiration of the Agreement, the parties will initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- E. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) retained by the Board; one (1) by the JCEA, and one (1)

by the Superintendent.

#### ARTICLE XVII: PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. The Association recognizes and agrees that abuses of sick leaves or other leaves, chronic tardiness or absence, willful deficiencies in professional performances, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create an undesirable condition in the school building and could subject a teacher to disciplinary action by the Board of Education which may include any or all of the following normally according to the order set forth below:
1. Verbal or written reprimand which shall indicate the expected correction. A copy of the latter may be placed in the teacher's personal file and/or sent to the Association;
  2. A deduction from the next regular paycheck of an amount equal to prorata share of daily pay for time missed where appropriate;
  3. For gross repeated offenses disciplinary lay off, Board reprimand and/or possible dismissal from the staff, which the Association recognizes as just and reasonable.
- B. A teacher shall be entitled upon his request to have present a representative of the Association when he is being reprimanded or disciplined in person for any infraction of rules or delinquency in professional performance except when a situation warrants immediate action.
- C. No teacher shall be disciplined or reprimanded without just cause.
- D. The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the area of their specializations. The Board agrees to provide, upon approving the applications, the necessary funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher may reapply to attend the conferences at his own expense. The Board may approve or disapprove the second application at its own discretion. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The teacher will, upon request, submit a report regarding such conferences.
- E. In recognition of the rapidly expanding fields of knowledge in the Social and Scientific fields the parties hereby agree to establish an in-service education committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association. The committee shall organize itself and assume responsibility for the planning and conducting all In-Service programs.
- F. Any teacher who enrolls in a course related to his instructional responsibilities at an accredited college or university shall be reimbursed at the beginning of the next semester after successful completion of such courses. Thirty dollars (30.00) per semester hour and pro rated amount per term hour to be applied toward tuition and books and expenses. This provision shall apply only to hours earned between the BA+18 and the MA

levels, and be limited to a total of six semester hours or nine term hours. For reimbursement prior approval by the administration of all courses to be taken must be received, and all courses must be applicable to the teacher's classroom performance.

- G. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this Agreement, provided that any teacher may reasonably refuse to perform duties not ordinarily required of teaching personnel.

#### ARTICLE XVIII INSURANCE

The Board agrees to provide MASB-SET Ultra Med B health insurance applicable to the family status of the teacher.

Regularly employed part-time teachers shall receive a pro-rated amount. Employees agree not to seek dual coverage through its Board when already covered through other employment or spouses.

#### ARTICLE XIX: MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete contract between both parties and if either party wishes to reopen negotiations during the life of this contract they must file with the other party a written request setting forth the Article they wish to reopen. The opposite party may consent to this reopening in writing. Any changes resulting from this reopening must be signed by the parties and will be considered an amendment to this contract.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement, to any employee or group of employees shall be found contrary to law, then such provisions 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.
- E. All teachers 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 situations:
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 employees may continue to be employed on a year to year basis with the majority consent of the Board of Education providing a physician certificate is presented showing physical and mental fitness to perform the duties required of each position.

- F. 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 set by the Board. When the examination shows the teacher to be physically or mentally incompetent or hindered in the performance of his duties the teacher may also undergo a similar examination by a physician chosen by the JCEA. The teacher shall be suspended until the examining physicians release the teacher for duty. Compensation for this period of suspension shall be subject to the provisions of sick leave.
- G. 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 third official school day. Each day after the third official school day that the teacher fails to present a negative chest x-ray or other recognized TB test, shall be days in which the teacher may be suspended without pay.
- H. Present policies under which a teacher must operate shall be made available upon request.
- I. Each teacher shall maintain with the office of the Superintendent of Schools and the Building Principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the district. This information shall be for the exclusive use of the Superintendent and Building Principal.
- J. Any resignation by a member of the bargaining unit may be revoked within 9 days of its submission.

ARTICLE XX DURATION OF AGREEMENT

This agreement shall terminate August 31, 1975. Notwithstanding that termination, the Parties shall be limited in negotiations for a successor agreement regarding items to be negotiated to Salary Schedule (Appendix A and B)(Extra and Co-Curricular), Fringe Benefits (insurance), Calendar and four items to be specified by the Association at the opening session of bargaining.

An item shall generally be defined as something less than an article. For example, personal leave is an item within the portion of the contract dealing with leaves of absence. Sometimes an item may encompass a broader concept; for example, the layoff procedure could be considered an item.

JACKSON COUNTY EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Patricia Short  
Its President

By Wesley Paine  
Its President

By \_\_\_\_\_  
Its Secretary

By L. Chester Bity  
Its Secretary

By Sam W. King  
Chairperson, Negotiating Committee

By \_\_\_\_\_  
Member

By Thomas O. Taylor Jr.  
Negotiating Committee Member

By James Bradford  
Member

By Margaret Mohr  
Negotiating Committee Member

By Carleton R. Dack  
Member

By Sue Anne Ferguson  
Negotiating Committee Member

By Richard Leisen  
Member

By \_\_\_\_\_  
Negotiating Committee Member

By Roy Lincoln  
Member

Dated this 12th day of  
March, 1975

APPENDIX A

1974-75 SALARY SCHEDULE \*

	<u>BA</u>	<u>MA</u>
0	8,655	9,197
1	8,984	9,555
2	9,239	9,905
3	9,670	10,274
4	10,000	10,625
5	10,330	10,975
6	10,785	11,486
7	11,192	11,914
8	11,653	12,400
9	12,061	12,830
10	12,528	13,321
11	13,024	13,924

\* See Addendum-letter of understanding

APPENDIX B

Extra Curricular Pay

These percents relate to the salaries listed in Appendix A for the level appropriate to each teacher and at the step consistent with the number of years of activity up to 5 years. In the case of athletics, advancement from one (1) coaching level to another in the same sport, shall not be cause to reduce the experience level for that activity.

High School

Athletic Director	12%
Head Football-Basketball	10%
Head Baseball-Track	8%
Wrestling	9%
Asst. Coaches-J.V. Baseball	7%
J.V. Football, J.V. Basketball	
Freshman Basketball	
Cross Country-Golf-Tennis	5%
Girl's Basketball; Volleyball; Softball and Track	6% 2.5%
Cheerleading	4%
Debate-Forensics	3%
Plays	4%
Band	8%
Pep Club	1%
Yearbook	5%
Paper, if not a class	3%
Audio Visual	3%
Senior Advisor	2%
Junior Advisor	1.5%

Middle School

Athletic Director	6%
7-8 Football-Basketball	5%
5-6 Flag Football-Basketball	3%
Wrestling-Track	5%
GAA	2%
Plays	4%
Yearbook	2%
Cheerleading	3%
Outdoor Education	2%
Chorus M.S. & Elem.	2%

**Appendix C**

Grievance # \_\_\_\_\_ Springport School District

Distribution of form  
 1. Superintendent  
 2. Principal  
 3. Association  
 4. Teacher

**GRIEVANCE REPORT**

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date filed

**STEP I**

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

2. Relief Sought

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/ or Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step II**

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/ or Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX C

A. Date Received by Board of Education or Designee

B. Disposition by Board

---

Signature

Date

C. Position of Grievant and/or Association

---

Signature

Date

Step IV

A. Date Submitted to Arbitration

B. Disposition & Award of Arbitrator

---

Signature of Arbitrator

Date of decision

SPRINGPORT PUBLIC SCHOOLS  
TEACHER EVALUATION

Teacher \_\_\_\_\_ Grade/Subject Area \_\_\_\_\_  
 Date \_\_\_\_\_ Time and Date of Visit \_\_\_\_\_ Tenure Status \_\_\_\_\_

- A. General Routine (condition of room, neatness, classroom management, pupil control)
- B. Lesson Preparation (knowledge of subject, organization of materials, consistency of preparation)
- C. Teaching Procedure (holding pupil attention, skill in teaching methods, ability to create learning situations, skill in questioning, use of illustrative material, balance of teacher-pupil communication, skill in individual help, & construction of tests)
- D. Personal Attitudes (personal appearance, physical fitness and vigor, English usage, poise and self control, enthusiasm, empathy, rapport with students)
- E. Professional Attitudes (enthusiasm for teaching, cooperation, dependability, judgement, initiative, originality, tactfulness, persistency of efforts, rapport with faculty, respect for and from students, handling of reports and routine work)

GENERAL COMMENTS AND RECOMMENDATIONS

I have seen this report and have discussed it with my administrator.

Date \_\_\_\_\_ Signed \_\_\_\_\_

APPENDIX E

CALENDAR  
1974-75 School Year

August 29	New Teacher Orientation
August 30	Teacher meeting--All teachers
September 2	Labor Day--No school
September 3	First day of school $\frac{1}{2}$ day only Dismiss at 12:00
November 28-29	Thanksgiving Vacation
December 20	Christmas Vacation begins 2:45 P.M.
January 6	School Re-opens 8:00 A.M.
January 24	End of semester--Teachers Workday
March 24-28	Spring Vacation--No school
May 26	Memorial Day--No school
June 11	Last day of school $\frac{1}{2}$ day Teacher Workday--afternoon

ADDENDUM : LETTER OF UNDERSTANDING

The parties agree that the compensation received by bargaining unit employees is based upon the salary schedule recommended by the Factfinder. Although the factfinder did not recommend the implementation of the non-contributory retirement program, the parties implemented said retirement program effective as of the fifteenth (15th) pay period. Consequently, it was necessary to adjust the salary schedule accordingly. The parties acknowledge that the total cost of the salary plus retirement benefits received by bargaining unit employees is equivalent to the cost of the salary schedule recommended by the factfinder and that this fact will be recognized in all future negotiations of a successor agreement.

JCEA

Patricia Short  
Paul Abbotson

BOARD OF EDUCATION

Wesley Paine  
L. Chester Betz