

3, 1972

P. No.

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Charlevoix-Emmet Dist

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1971-72

PROFESSIONAL AGREEMENT

BETWEEN THE

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

AND THE

CHARLEVOIX-EMMET INTERMEDIATE EDUCATION ASSOCIATION

1971 - 1972

Charlevoix - Emmet Intermediate School District

MEA
1216 KENDALE
E. Lansing, MI 48823

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AGREEMENT, 1971-1972

This Agreement entered into this first day of September, 1971, by and between the Intermediate School District of Charlevoix-Emmet Counties, Charlevoix, Michigan, hereinafter called the "Board" and the Charlevoix-Emmet Intermediate 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 Charlevoix-Emmet Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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

THEREFORE, The parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I

Recognition

- A. The Board of the Charlevoix-Emmet Intermediate School District recognizes the Charlevoix-Emmet Intermediate Education Association, as the exclusive bargaining agent for all certificated personnel and/or personnel approved by the State Department. This includes special education staff and librarian and excludes the Superintendent and Vocational Guidance Counselor, and other administrative personnel.
- B. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to the male teachers shall include female teachers.
- C. The Board agrees not to negotiate with any teacher or teachers' organization other than the Charlevoix-Emmet Intermediate Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.
- 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 Teacher Tenure Act.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, 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 negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B. The Board agrees to furnish to the Association available information concerning the financial resources of the District.
- C. Employees shall be entitled to full rights of citizenships and no religious, race or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided that a teacher shall not seek to advance racial, political or religious views during the prescribed hours when he is on professional duties.

ARTICLE III

Board Rights

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
- B. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teachers and other employees, during the working day.
- C. To hire all employees and, subject to provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

ARTICLE IV

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the agreement.
- B. This agreement shall supersede any rule, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. After consultation with the Principal and the Director of Special Education a teacher may terminate his special education services to a student when persistence of misbehavior, disruptive effects, or poor attitude makes continued services to the student intolerable. In such cases, the teacher will furnish the student's Principal and Director of Special Education, as promptly as his service obligations will allow, full particulars of the just cause.
- D. If any provisions of this agreement or any application of the agreement of any employee or groups of employees shall be found contrary to the law, then such provision 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. A decision about summer programs will be formulated and assigned prior to April 15.

ARTICLE V

Professional Leaves

- A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's immediate household. The unused portions of such allowance shall accumulate from year to year to a maximum of 120 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. A maximum of two (2) days leave of absence with pay (not to be charged against sick leave) will be granted for death in the immediate family defined as spouse, siblings, children, parents, mother-in-law, father-in-law and grandparents. Days taken beyond the two day time period may be deducted from accumulated sick leave at the discretion of the employee and Superintendent.
- C. Leave of absence with pay not to be chargeable against the teacher sick leave allowance shall be granted for the following reasons: (1) A professional employee may be granted two (2) days per year for personal business. Personal leave days must be taken with prior approval of the Superintendent. (2) Upon recommendation of the Director of Special Education and subject to the approval of the Superintendent, teachers in specific discipline areas shall have the privilege of attending two state or regional meetings each year and one national meeting, held within the greater midwestern area, every three years. The District shall pay necessary expenses for fees, transportation and accommodations. The District agrees to pre-pay estimated necessary expenses, with any appropriate adjustments to be made in the teacher's subsequent expense voucher. (3) Teachers who are called for jury duty or to appear as a witness in court will continue to receive pay as if they were on regular duty during the time of service. If the employee receives a fee, the amount of the fee shall be deducted from the regular pay. (4) Each teacher shall be granted two visitation days each year for the purpose of enriching his professional capabilities. Visitation days shall be approved by the appropriate administrator prior to make such arrangements.
- D. The Board agrees to reimburse any employee who enrolls in a course related to his instructional objectives under the following conditions.
1. The employee must have met the full requirements for continuing certification.
 2. Reimbursement for tuition and required text or texts will be given upon completion of the course.

ARTICLE VI

Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meeting, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At a reasonable time prior to expiration of this Agreement and not later than April 15th, negotiations will be undertaken for an agreement covering the 1972-1973 school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If any parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE VII

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in the salary schedule which is incorporated into this Agreement.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. Teachers required in the course of their work to drive personal automobiles to fulfill Special Education Services shall receive a car allowance of ten cents (\$.10) per mile and monthly automobile reimbursement of \$10 for the period of their contracted employment.
- D. The Board shall pay the annual premiums of M.E.A. Super-Med Insurance or Blue-Cross/Blue Shield and Long Term Disability Insurance as agreed upon for the 1971-1972 school year. This shall continue for the duration of this agreement.
- E. Any teacher who is a member of the Association or who has applied for membership may:
 1. Sign and deliver to the Intermediate School Superintendent, prior to September 15th of each year, an assignment authorizing deduction of membership dues and assignments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from year to year unless revoked in writing by the teacher between June 1st and September 1st to become effective the forthcoming school year and copies thereof delivered by the teacher to the Association and to the Intermediate School Superintendent, or
 2. Cause to be paid in the Association a representation fee equivalent to the dues and assessments of the Association (including the National Education and the Michigan Education Association) within sixty (60) days of the commencement of employment.
 3. Teachers contracted for employment between the issuance of the second pay check of the months of September and May shall elect one of the above (Section 1 or 2) but with such dues or representation fee based upon each month of employment to and including the month of June.

- F. The deductions of membership dues shall be made from the pay check each month, for ten (10) months, beginning in September and ending in June. The Board agrees to promptly remit to the Michigan Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

- G. The Association shall remit portions of all representation fees to the Michigan Education Association in amounts equal to that of the Michigan Education Association and the National Education Association dues, or porportional amounts thereof in cases concerning employment of teachers after the second September pay check issuance and before the issuing of the second May pay check of that year.

- H. The Board shall also make payroll deductions upon written authorization from teachers for insurance, annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VIII

Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation by the Board may be processed as a grievance.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant.
- C. The teacher who believes himself wronged by violation of the agreement shall report the alleged grievance to the Director of Special Education within five (5) days. If, as a result of an informal discussion with the Director a grievance still exists, the teacher may invoke the form grievance procedure included herein. At his discretion the grievant may ask that a member of the Association accompany him to the informal meeting.
- D. Within five (5) school days of receipt of the grievance, the director shall meet with the representative regarding the grievance and indicate his disposition of the grievance in writing within five (5) school days and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (Or 10 school days from date of filing, whichever shall be later) the grievance shall be transmitted to the Intermediate School Superintendent. Within five (5) school days the superintendent shall meet with the representative of the Association on the grievance and shall indicate his disposition of the grievance and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within five (5) school days of such meeting (or 10 days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or fourteen (14) calendar days, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall then be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- I. 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 teacher's individual contract term of employment or as soon as possible thereafter.
- J. If an individual teacher has a personal complaint which he desires to discuss with the Director of Special Education or the Intermediate School Superintendent, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE IX

Teaching Conditions

The parties recognize the optimum school facilities for both student and teacher are desirable to insure the highest quality of education which is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the teacher is to instruct and that the organization of the services and the school day be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other discipline by an employee reflect adversely upon education and create undesirable conditions. Alleged breaches of discipline or violation of the Code of Ethics of the Education Profession shall be promptly reported to the offending employee and the Association.
- B. Teachers shall reserve the right to refuse service to schools not providing adequate facilities when so determined by the Director of Special Education, Superintendent of the local school and the teacher involved.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- D. 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 case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. Special Education secretarial needs and services will be subject to review at any time by both parties.
- F. A special meeting may be called by mutual agreement of teachers and the administration.
- G. In the event any employee is sued for acts or conduct arising out of his employment and said claim is covered under the Board's Comprehensive Liability and Property Damage Insurance Policy in effect at the time of the act giving rise to said claim, the Board will assist the employee in the disposition of said claim.

ARTICLE X

Teacher Evaluation

An ongoing committee with representation from the Board, the Administration and a Member to be appointed by the Association, and a teacher from each discipline shall be established for the following purposes :

- A. To develop meaningful job descriptions for teachers in order to facilitate the accurate determination of responsibilities.
- B. To establish procedures by which new teachers can be aided in their adjustment to their specific job duties.
- C. To establish procedures by which the performance of teachers would be evaluated relative to the applicable job description within which each individual functions.

CONTRACT OF EMPLOYMENT

(Probationary - Teacher)

THIS CONTRACT OF EMPLOYMENT, entered in this _____ day of _____, by and between the Board of Education of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District), and _____ (hereinafter termed the Teacher).

WITNESSETH:

1. The District agrees to hire the Teacher for the school year(s) 19 ___ - 19 ___, said school year commencing _____ and terminating _____, and the Teacher agrees to serve the District as a Teacher for said period and to faithfully perform the duties of his position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Special Education Association and the Board of Education, and other regulations, duties, and requirements imposed by applicable statutes of the State of Michigan.

2. The District agrees to pay the Teacher, the sum of _____ (\$ _____) Dollars for performance of the terms of this contract. Said sum shall be paid on _____ () bi-weekly installments, the first payment to be made on _____, with subsequent payments to be made as follows: _____

3. The Teacher represents that he holds all certificates and other qualifications required by law for a Teacher of the District.

4. The Teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.

5. The Teacher agrees that this is a contract for personal professional service which may not be assigned or transferred by the Teacher.

The Teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, P.A. of 1937, extra session, as amended), said probationary period to be of (one) (two) years duration. Continuing Tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

A release from this contract will be approved only under extenuating circumstances. If the Teacher violates the terms of this contract he will be reported to the proper state authorities.

6. All masculine terms used herein shall include the feminine.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____.

BOARD OF EDUCATION OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

TEACHER

PRESIDENT

SECRETARY

CONTRACT OF EMPLOYMENT

(Teacher Tenure)

THIS CONTRACT OF EMPLOYMENT, entered into this _____ day of _____, by and between the Board of Education of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District), and _____ (hereinafter termed the Teacher).

WITNESSETH:

1. The District agrees to hire the Teacher for the school year (s) 19 ____ - 19 ____, said school year commencing _____ and terminating _____, and the Teacher agrees to serve the District as a teacher for said period and to faithfully perform the duties of his position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Special Education Association and the Board of Education, and other regulations, duties, and requirements imposed by applicable statutes of the State of Michigan.

2. The District agrees to pay the Teacher, the sum of _____ (\$_____) Dollars for performance of the terms of this contract. Said sum shall be paid on _____ (_____) by-weekly instalments, the first payment to be made on _____, with subsequent payments to be made as follows: _____.

3. The Teacher represents that he holds all certificates and other qualifications required by law for a Teacher of the District.

4. The Teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.

5. The Teacher agrees that this is a contract for personal professional service which may not be assigned or transferred by the Teacher.

A release from this contract will be approved only under extenuating circumstances. If the Teacher violates the terms of this contract he will be reported to the proper state authorities.

6. All masculine terms used herein shall include the feminine.

7. The Teacher shall be deemed to be granted continuing tenure as a teacher established by virtue of this Contract of Employment.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals

this _____ day of _____.

BOARD OF EDUCATION OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

TEACHER

PRESIDENT

SECRETARY

CHARLEVOIX - EMMET INTERMEDIATE

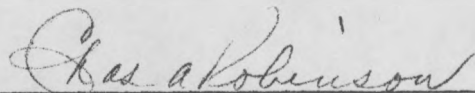
DISTRICT - WIDE CALENDAR

1971 - 1972

<u>MONTHS</u>	<u>HOLIDAYS AND VACATIONS</u>	<u>DAYS SCHEDULED</u>
SEPTEMBER 7	SCHOOL BEGINS	18
OCTOBER		21
NOVEMBER 25 & 26 (2)	Thanksgiving	20
DECEMBER 23 - 31 incl. (7)	Christmas Vacation	16
JANUARY		21
FEBRUARY		21
MARCH		23
APRIL 3-7 incl. (5)	Easter	15
MAY 29 (1)	Memorial Day	22
JUNE (June 9 - last day)		7
		<hr/>
		184

TOTAL HOLIDAYS 4
TOTAL VACATION DAYS 11
TOTAL SESSION DAYS 184

DATED: July 6, 1971



Charles A. Robinson, Superintendent

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

1971 - 72 SALARY SCHEDULE

<u>STEPS</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
BA	7,950	8,375	8,775	9,200	9,600	9,975	10,350	10,700	11,075	11,375	11,700	12,000	12,300
BA + 20	8,150	8,575	8,975	9,400	9,825	10,175	10,550	10,900	11,275	11,600	11,900	12,200	12,525
BA + 30	8,375	8,775	9,200	9,600	10,025	10,400	10,750	11,125	11,475	11,800	12,100	12,425	12,725
MA	8,695	9,120	9,520	9,945	10,370	10,720	11,095	11,445	11,820	12,120	12,420	12,745	13,070
MA + 15	8,905	9,330	9,755	10,155	10,580	11,930	11,305	11,655	12,030	11,355	12,655	12,955	13,280
MA + 30	9,140	9,540	9,965	10,390	10,790	11,165	11,515	11,890	12,240	12,565	12,865	13,190	13,490
SP MSW	9,390	9,815	10,240	10,640	11,065	11,415	11,790	12,140	12,515	12,815	13,140	13,440	13,765
SP + 30	9,570	9,995	10,420	10,820	11,245	11,595	11,970	12,320	12,695	13,020	13,320	13,620	13,945

DIFFERENTIAL:

SOCIAL WORKERS \$300.00

DIAGNOSTICIANS \$550.00

FRINGE BENEFITS:

LONG TERM DISABILITY INSURANCE

AUTO = \$10.00 PER MONTH

10¢ PER MILE

Charles A. Robinson, Superintendent

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

Grievance Report Form

Name of Grievant: _____ Date: _____

STEP I

A. Date of Cause for Grievance: _____

B. 1. Statement of Grievance:

2. Relief Sought:

Signature

Date

C. Disposition by Director:

Signature

Date

D. Position of Grievant and/or Association:

Signature

Date

STEP II

A. Date Received by Superintendent: _____

B. Disposition of Superintendent:

Signature of Superintendent

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date Received by Secretary of Board: _____

B. Disposition by Board:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date