

Charlevoix 14

8/15/72

1971-72

CHARLEVOIX EDUCATION ASSOCIATION

AGREEMENT

1971-72

Charlevoix School District

RECEIVED

DEC 22 1971

OFFICE OF
PROFESSIONAL NEGOTIATIONS

9/27/71-8/15/72

MEA
1216 KENDALE
E. Lansing, MI
48823

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	
	Agreement	
I	Recognition	1
II	Association and Teacher Rights	2
III	Rights of the Board	4
IV	Professional Dues or Fees and Payroll Deductions	5
V	Teaching Load and Assignments	7
VI	Teaching Conditions	8
VII	Qualifications and Assignments	9
VIII	Vacancies, Promotions and Transfers	10
IX	Illness, Disability & Personal Business	11
X	Unpaid Leaves of Absence	13
XI	Professional Behavior	14
XII	Professional Improvement	15
XIII	Reductions in Personnel and Annexations and Consolidations of District	16
XIV	Continuity of Operations	16
XV	Professional Compensation	17
XVI	Student Discipline and Teacher Protection	18
XVII	Professional Grievance Procedure	20
XVIII	Negotiation Procedures	22
XIX	Study Committee	23
XX	Teacher Evaluation	24
XXI	Miscellaneous Provisions	26
	Duration of Agreement	27
	Appendix A - Calendar, 1971-72	28
	Appendix B - Salary Schedule, 1971-72	29
	Appendix B-1 - Additional Comp. & Athletic Coaches	30
	Appendix C - Professional Grievance Report	32
	Appendix D - Code of Ethics	33

PREAMBLE

Recognizing that providing a high quality of education for the children of Charlevoix is the paramount aim of this School District, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

CHARLEVOIX EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 27th day of September, 1971, and ending the 15th day of August, 1972, by and between the School District of Charlevoix in the City of Charlevoix, Michigan, hereinafter called the "Board", and the Charlevoix Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Charlevoix 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

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 Charlevoix Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel on tenure, probation, classroom teachers, school librarians, advisors, or critic teachers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, per diem substitutes, office and clerical employees, and other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Charlevoix Education Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Charlevoix 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 Charlevoix Education Association, if the adjustment is consistent with the terms of this Agreement provided that the Charlevoix Education Association has been given the opportunity to be present at such adjustment.

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 freely to 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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 other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its members have the right to use school building facilities at any reasonable hours for Association meetings, provided building principal or central office has been notified forty-eight (48) hours in advance of the meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school

premises. Bulletin board space shall be made available to the Association in each building.

D. The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to make recommendations to the Board with respect to said matters prior to their adoption and/or general publication.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE III

RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the

Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Pursuant to such authorization, the Board shall deduct 1/10 of such dues from the second regular salary check of the teacher each month for 10 months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be prorated to complete payment by the following June.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days after the commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and MEA, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing on the following dates: September 30, January 15, and March 30 and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

TEACHING LOAD AND ASSIGNMENTS

A. The teachers' normal teaching hours in the Charlevoix Public Schools will be as follows:

KINDERGARTEN THRU SIXTH GRADE - All teachers shall be at school by

8:15 A.M. and remain after school until 4:00 P.M. All kindergarten thru sixth grade teachers shall have a duty-free, uninterrupted lunch period of at least forty-five minutes.

SEVENTH GRADE THRU TWELFTH GRADE - All teachers shall be at school

by 8:15 A.M. and remain after school until 3:45 P.M. All seventh grade thru twelfth grade teachers shall have a duty-free, uninterrupted lunch period of at least thirty minutes.

B. The normal teaching load of the high school teacher will meet North Central requirements for approval.

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

X D. Elementary and middle school teachers may use for preparation all time during which their classes are receiving instruction by teaching specialists in art, music, and physical education. When such specialists are absent, the administration shall make a reasonable effort to secure substitutes for them.

ARTICLE VI

TEACHING CONDITIONS

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

A. The Board agrees in so far as possible to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

B. In so far as possible the Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard space in each room.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. Adequate storage space in each classroom for instructional materials.
6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.

C. The Board shall work to make available in each school adequate restroom and lavatory facilities exclusively for adult use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

D. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that an ideal class size should not exceed 25 pupils in the elementary and middle schools, and the Board agrees to continue

working toward this goal. The maximum student load in the secondary school will meet North Central requirements. The ratio of pupils to teachers and other professional staff members of the school shall not exceed 24 to 1. Only a staff member's time actually devoted to teaching duties in the high school may be counted in determining the pupil-teacher ratio.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed prior to July 1st by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate.
- B. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance. Upon request the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- C. Unless deemed necessary by the Administration no full-time teacher serving in a regular position will be hired under the provisions of the State Board of Education special 90 day certificate.
- D. Persons with less than a bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day basis and for no more than 90 days per school year.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance, along with a written statement of reasons for such assignment.
- F. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the

event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. No changes in teachers' schedules will be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same or it becomes necessary to comply with other articles of this Agreement. The Association shall be notified in each instance.

G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education 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 teachers regularly employed in the district.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

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 copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, with the best candidate available. Whenever a vacancy arises for a full-time position, the superintendent shall post notice of same for no less than 12 calendar days before the position is filled and notify the Association. All applicants for the position presently employed by the school district shall be given full consideration for the

vacancy, which shall be filled on the basis of the experience, competency and qualifications of the applicant.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status. The administrator or supervisor shall be given credit on the salary schedule while serving as an administrator or supervisor if they return as a classroom teacher in the school system.

ARTICLE IX

ILLNESS, DISABILITY & PERSONAL BUSINESS

A. At the beginning of each school year each teacher shall be credited with a twelve day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to one hundred days. A teacher who is hired after the beginning of the school year shall be credited on a pro-rated basis. A teacher is entitled to use not more than three days of his sick leave allowance each school year for absences caused by serious illness requiring bedside or household care for a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or other member of the teacher's immediate household.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.

C. At the beginning of each school year each teacher will be credited with one day accumulative to three, with pay, for approved personal or bus-

iness reasons. The following form must be completed by the teacher at least one day prior to the absence:

I HEREBY APPLY FOR A DAY OF PERSONAL LEAVE ON _____.
(day) (month)
IN MY JUDGEMENT, THE REASON FOR TAKING THIS DAY IS PERSONAL BUSINESS OF AN
URGENT NATURE, IMPORTANT ENOUGH FOR ME TO MAKE THIS REQUEST.

(signature)

D. A teacher shall be granted up to four days leave with pay when death occurs in his immediate family. One day with pay may be granted for the funeral of someone outside the teacher's immediate family whose relationship to the teacher would warrant his attendance at the funeral.

E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal or in the arbitration, negotiation, mediation, or fact finding proceedings shall be compensated for the difference in the individual teacher's pay and the pay received for the performance of such obligations.

F. Officers or designated agents of the Association shall be granted leave to attend meetings sponsored by state or national Associations outside the district. The Association agrees to notify the superintendent no later than 48 hours before the intended use of said leave. No more than three teachers shall be absent on any given day for said purpose and the total days used during the school year shall not exceed fifteen.

ARTICLE X

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, the Peace Corps, Teacher's cultural travel or work program related to his professional responsibilities, provided said teacher states his intention to return to the school system.
- 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 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. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. The teacher will not be given credit on the salary schedule while serving as an officer or on the staff of the Association.
- D. A leave of absence of not less than one year nor more than four (4) years may be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office. The teacher shall not be given credit on the salary schedule while campaigning for, or serving in, a public office.
- E. A leave of absence without pay shall be granted for one (1) year, renewable upon application, to any teacher for the purpose of maternity or adoption. The maternity leave shall commence not later than the sixth month of pregnancy, except that when this date falls within one school month of the end of a semester, the teacher may be permitted to complete the semester.

Maternity leave requests must be filed not later than the end of the third month of pregnancy, and a doctor's certificate of pregnancy, stating the expected delivery date, must accompany the written request. A request in case of adoption shall be filed upon notification that the child will be placed for adoption. A teacher shall be entitled to return to service with the Charlevoix Public Schools only upon certification by a doctor that she is physically capable of performing the duties of teaching.

ARTICLE XI

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession, copy of which is attached hereto and made a part, by reference, of this Agreement.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless such representative fails to appear within two (2) school days.
- D. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance,

or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher. Nothing contained in this paragraph shall deny or abrogate any rights of the Board under existing laws of this state.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

C. Upon request by a teacher's department head and if recommended by the superintendent, a teacher may attend selected professional conferences and Michigan Department of Education curriculum committee meetings with expenses to be reimbursed in accordance with Board policy. Teachers attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation, and teachers will submit a written report regarding such conferences.

ARTICLE XIII

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICT

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with permanent teaching certificates whose qualifications most nearly fulfill the requirements of subjects to be taught, and, secondly, having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XIV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

B. The Board and Teachers agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XV

PROFESSIONAL COMPENSATION

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

B. All teachers shall be given not more than five years credit on the Salary Schedule set forth in Appendix B for full years or half years of outside teaching experience in a school district, Community College, Business School, College or University accredited by a recognized accrediting agency. Vocational teachers whose certificate requires work experience shall be given appropriate credit for their work experience. Upon being granted a tenure contract, teachers will receive full credit for such outside teaching experience.

C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A.

D. Teachers involved in extra duty assignments set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.

E. Teachers who qualify for the next highest track on the Salary Schedule shall be placed on the next higher step effective at the beginning of their contract providing the proof of completion of requirements is received in the central office by the fourth Friday after Labor Day. When proof of completion is received after the fourth Friday, teachers shall be placed on schedule the Monday following receipt of proof.

F. All teachers shall be compensated in accordance with the provisions of this Article.

G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection in the amount of \$10,000 when their personal automobiles are used as provided in this section.

H. When a regular payday occurs during a vacation which begins within the five days preceding the payday, paychecks shall be available by noon of the last school day prior to the vacation.

ARTICLE XVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during all school-sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. A teacher may exclude a pupil from one class 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.

C. Suspensions of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or administrative regulations, the Board of Education and their designated representatives will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher has not violated any published Board policy or any published administrative regulations

F. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.

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 personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XVII

PROFESSIONAL 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 of the Board may be processed as a grievance as hereinafter provided.
- B. 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 an Association member.
- C. If as a result of his formal discussion with the building principal a grievance still exists, the grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting 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 three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the

grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association 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 CALENDAR 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 Association 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. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

H. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

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.

ARTICLE XVIII

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. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At a reasonable time, but not later than March 1 of the year in which this Agreement expires, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year(s).
- 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.

ARTICLE XIX

STUDY COMMITTEE

A. There is hereby established a permanent "Professional Study Committee" composed of ten (10) members, five (5) of whom shall be teachers selected by the Association, and five (5) of whom shall be appointed by the Board.

B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.

C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.

D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

E. Subject of study by subcommittees shall include but not be limited to:

1. Discipline policy
2. Evaluation of Teachers
3. Development of curriculum
4. In-service training

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be re-activated except by mutual consent of the members of the PSC.

F. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

G. The clerical assistance to the PSC and its subcommittees shall be supplied by the Board.

ARTICLE XX

TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. A teacher's performance shall be rated as either satisfactory or unsatisfactory for each of the criteria enumerated in the evaluation instrument. The criteria shall be reviewed and modified if necessary by the principal and teaching staff of each building during the first five weeks of the school year.
- B. Evaluations shall be conducted by the teacher's building principal, other full-time administrator, or other qualified personnel assigned by the superintendent. Each evaluation shall be preceded by a minimum of two classroom observations conducted openly and with full knowledge of the teacher. After each classroom observation, the teacher shall be informed within 10 working days of any anecdotal records compiled during that observation. Any anecdotal information not referred to in the written evaluation shall be destroyed at the end of the evaluation period.
- C. Probationary teachers shall be evaluated at least three times each school year before the first of March, of which one evaluation shall be conducted during the second semester. If the teacher is rated unsatisfactory on any of the evaluation criteria, a program of definite positive assistance to rectify the problem shall be outlined in writing by the evaluator. If the third evaluation contains an unsatisfactory rating, a fourth evaluation shall be mandatory.
- D. Tenure teachers shall be evaluated at least once each year prior to January first. If this evaluation is unfavorable, a second evaluation is mandatory prior to March first.
- E. Within ten school days of the completion of each evaluation, the evaluator shall hold a personal conference with the teacher being evaluated.

Two copies of the written evaluation shall be submitted to the teacher and return the second to the principal. The signature indicates receipt of the evaluation and not necessarily agreement. In the event that the teacher feels the evaluation was incomplete or incorrect, he may put his objections or comments in writing within ten days after the conference and have them attached to evaluation report and have them placed in his personnel file.

F. No later than March 30th of each probationary year, a final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy of this evaluation shall be furnished to the teacher. 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.

G. Each teacher shall have the right to review the contents of his own personnel file with the exception of any confidential credentials from the Placement Bureaus. A representative of the Association, at the request of the teacher, may accompany the teacher in this review. Unauthorized removal or destruction of material contained in this file shall be grounds for dismissal.

H. Each teacher's personnel file shall contain the following minimum items of information:

1. Annual TB report and required medical information
2. All teacher evaluation reports
3. Copies of annual contracts
4. Copies of the teacher's certificates
5. Letters of commendation (if any)
6. An up-to-date transcript of academic record (to be furnished by the teacher)
7. Tenure recommendations (where applicable)
8. Record of voluntary extra-curricular activities

ARTICLE XXI

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 the written and signed amendment to this Agreement.

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 and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. 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. The provisions of this Agreement shall be incorporated into and be part of the established policies of the Board.

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. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers employed by the Board.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 27, 1971, and shall continue in effect until the 15th day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Albert L. Shindorf
Its President

By Jean Baumer
Its Secretary

By Vincent Chew
Chairman, Negotiating Committee

By Condit Drury
Negotiating Committeeman

By Bruce Morgan
Negotiating Committeeman

By Barbara Berlage
Negotiating Committeeman

By Marian Kohn
Negotiating Committeeman

BOARD OF EDUCATION

By Jerrald H. Redeker
Its President

By M. Jane Lieberman
Its Secretary

By Richard Donaldson
Its Vice President

By Charles Elzinga
Its Treasurer

By Burr Blanchard
Member

By Clement J. Wagner
Member

By Larry E. Warner
Member

APPENDIX A

CHARLEVOIX PUBLIC SCHOOL CALENDAR

1971-72

September 2 (Thursday)	Teacher's Conferences
September 7, (Tuesday)	First Day of School
November 25-26	Thanksgiving Vacation
December 22	School closes at end of school day
December 23 to January 3	Christmas Vacation
April 3 to April 10	Easter Vacation
May 29	Memorial Day Vacation
June 8	Last Day of Classes
June 9	Teachers' last day

APPENDIX B

SALARY SCHEDULE 1971-72

	<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>Ed.S.</u>	<u>Ph.D.</u>
1	7758.	8032.	8297.	8560.	8830.	9073.
2	8100.	8373.	8716.	8978.	9247.	9488.
3	8442.	8715.	9135.	9396.	9664.	9903.
4	8784.	9082.	9553.	9813.	10,081.	10,318.
5	9205.	9502.	9972.	10,231.	10,498.	10,732.
6	9607.	9894.	10,361.	10,628.	10,914.	11,147.
7	10,027.	10,312.	10,779.	11,045.	11,288.	11,506.
8	10,447.	10,731.	11,196.	11,462.	11,703.	12,022.
9	10,836.	11,097.	11,592.	11,856.	12,118.	12,507.
10	11,255.	11,514.	12,113.	12,376.	12,637.	13,054.
11		11,930.	12,634.	12,896.	13,156.	13,570.

Full Health and Accident Insurance.

Insurance must be carried through the school program--Blue Cross or M.E.A.

No funds will be paid to the individual teacher. If both husband and wife teach in the Charlevoix system, benefits for both will not exceed full family coverage.

APPENDIX B-1

The following shall be the schedule for teachers performing duties as indicated:

I	<u>Athletics</u>		<u>Percentages</u>
	Athletic Director		10
	Head Varsity Football		10
	Asst. Varsity Football		7.5
	Head J.V. Football		7
	Asst. J.V. Football		6.5
	Head Varsity Basketball		10
	J. V. Basketball		7
	Freshman Basketball		5.5
	Jr. High Basketball		5.0 one team (8.0 two teams)
	Head track		8
	Asst. Track		5.5
	Cross Country		6
	Ski		6
	Golf		6
	Wrestling		9
	Girls Basketball		6
	Girls Track		6
	Football coaches necessary to conduct practice prior to Labor Day will be paid \$100.00 per week.		

- A. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to that level of the B.A. track. Incoming coaches will be given up to five years experience credit, and full credit after being granted teacher tenure.
- B. Payment is to be made in a lump sum at the end of the respective seasons after inventory is made, equipment stored, and the material requisition for the following season is filed with the athletic director.

II

G.A.A.

First semester	\$250.00
Second semester	\$250.00

Cheerleading 5%

Football	1½
Basketball	2
Try Outs	1½

- A. The G.A.A. and Cheerleading sponsor will be under the supervision of the athletic director. Guidelines are to be established by the athletic director and principal. Suggested guideline for cheerleading sponsor is two meetings per week, not to exceed 1½ hours each.

APPENDIX B-1 - continued

III	Home Economics Sponsor	\$250.00	
	Other Club Sponsors	\$250.00	
	Newspaper Sponsor	\$200.00	
	Yearbook Sponsor	\$250.00	
	Dramatics and Forensics	\$500.00	
	Music - Marching Band	\$500.00	
	Music - Concert Band	\$500.00	
	Senior Class Sponsors (2)	\$400.00	(total)
	Junior Class Sponsors (2)	\$300.00	"
	Sophomore Class Sponsors (2)	\$250.00	"
	Freshman Class Sponsors (2)	\$250.00	"

- A. One half to be paid at the end of each semester for yearbook, newspaper, dramatics and forensics, marching band, concert band.
- B. Marching band and concert band duties to include regular school activities such as athletic contests, concerts, festivals, baccalaureate and graduation. Twenty dollars per day will be paid to the director each time he accompanies his band to a parade or other event in addition to regular school activities.
- C. Class sponsors will be paid at the end of the second semester.
- D. The vocational director shall receive additional compensation equivalent to 1/9th of his regular teaching salary.
- E. Driver Education instructors shall receive \$5.77 per hour.
- F. Summer band teachers shall receive \$7.00 per hour. The maximum teaching hours for this program shall not exceed 315 instructional hours for all teachers involved.

IV Department Co-ordinator

- A. Department co-ordinator may be appointed by the Board when it deems it necessary. Acceptance by the teacher of the appointment shall not be mandatory, however, should a teacher refuse an appointment the Board will have the right to make another appointment.
- B. The following department co-ordinators could be considered should the Board ever deem them necessary. Compensation for these co-ordinators would be as follows:

Science - Math	2%
English - Foreign Languages	2%
Music - Art	2%
Physical Education	2%
Social Studies	2%

- C. Percentages for department co-ordinators will be based on the first step of the B.A. salary schedule.

APPENDIX C - 1

GRIEVANCE REPORT FORM

Grievance # _____ 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 of Principal Date

D. Position of Grievant and/or Association _____

 Signature Date

STEP II

A. Date received by Superintendent or Designee _____

 If additional space is needed in
 reporting Sections B1 & 2 or
 Step I, attach an additional sheet.

(Note: continued on next page)

APPENDIX C - 2

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

S T E P III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

S T E P IV

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature of Arbitrator Date of Decision

Note: All provisions of Article XVII of the Agreement dated 9-27-71
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D

CODE OF ETHICS

Preamble

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we-

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with our concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.

APPENDIX D - 2

10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we-

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

APPENDIX D - 3

In fulfilling our obligations to the profession, we-

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

APPENDIX D - 4

PRINCIPLE IV

Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we-

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.