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CHEBOYGAN AREA SCHOOL DISTRICT

CONTRACT AGREEMENT

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

CHEBOYGAN EDUCATION ASSOCIATION

1970 - 1971

1971 - 1972

CHEBOYGAN AREA SCHOOL DISTRICT / P.O. Box 100 / Cheboygan, Michigan 49721

9/28/70 - 8/31/72

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Cheboygan Area School District Board of Education

TABLE OF CONTENTS

Education Association Agreement	1
Article I Recognition	1
Article II Teacher and Board Rights	2
Article III Professional Compensation	4
Article IV Teaching Hours	4
Article V Teaching Loads and Assignments	5
Article VI Teaching Conditions	5
Article VII Vacancies, Promotions, Reductions in Staff	6
Article VIII Transfers	6
Article IX Leave Pay	7
Article X Leaves of Absence	7
Article XI Teacher Evaluation	10
Article XII Protection of Teachers	11
Article XIII Negotiation Procedures	12
Article XIV Grievance Procedure	13
Article XV Professional Study Committees	16
Article XVI Miscellaneous Provisions	16
Article XVII Duration of Agreement	17
Schedule A 1970 – 1971 Salary Schedule Based on Professional Growth	18
Schedule A 1971 – 1972 Salary Schedule Based on Professional Growth	19
Schedule B Activity – Compensation	20
Cheboygan Area School District Calendar (1970 – 1971)	22

1970-72
Cheboygan

EDUCATION ASSOCIATION AGREEMENT

THIS AGREEMENT, entered into between the Board of Education of Cheboygan Area Schools, Cheboygan, Michigan, hereinafter called the "Board", and the Cheboygan Area Education Association, hereinafter called the "Association".

WITNESETH

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

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

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, full-time or permanent substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the housebound or hospitalized, certificated attendance or truant officers, certificated school nurses, employed or to be employed under contract by the Board (whether or not assigned to a public school building), but excluding superintendent, assistant superintendent, principals, assistant principals, and all other supervisory and executive personnel, office and clerical employees, custodial and maintenance employees, and bus drivers. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent

any individual teacher 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, provided that the Association has been given opportunity to be present at such adjustment.

- C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association. Teachers shall have the right to withdraw their authorization cards during the life of the contract.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a negotiation fee to the Association an amount equal to membership dues payable to the Association. Provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph C 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 C, the Board shall not re-employ such teacher.

ARTICLE II

TEACHER AND BOARD RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, 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 lawful 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 Act 379 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 lawful participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance.
- B. The Board specifically recognizes the Right of its employees appropriately to invoke the assistance of the Michigan Employment Relation Commission or a mediator from such public agency.
- C. Information Clause. The Board agrees to furnish two (2) copies to the Association in response to reasonable requests from time to time of all information available to the residents of the district concerning the financial resources of the District, tentative budgetary requirements and allocations and such other generally available information as will assist the Association

in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

- D. The Association and its representatives shall have the right to use school buildings for local teachers at all reasonable hours (not while classes are in session) for meetings, provided when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until six (6) p.m.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all materials and supplies incident to such use and be responsible for any equipment that is damaged.
- G. The Association shall have the right to post official Association notices of its activities and matters of Association concern of teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Association will avoid student involvement in Association affairs.
- H. The Board agrees to furnish to each teacher on the opening day of school each year a handbook containing the rules, regulations, and policies of the District that pertain to the teachers.
- I. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- J. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education as long as the teacher conducts himself in a manner that is not detrimental to the school, his relations with the students, or the community.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages

of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

- L. The Board of Education of the School District retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested on it by the laws and the Constitution of the State of Michigan, and of the United States, including,
 - (1) Authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement, and previous rights and responsibilities of the Board of Education.

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours.
- C. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, may be released from regular duties without loss of salary.
- D. There is also established a bank of days, numbering (25) twenty-five, which may be drawn upon by any member of the Cheboygan Area Education Association. The use of these days must be confirmed by the president of the Association that they are for the sole purpose of benefiting the local association and/or the teacher in fulfilling his teaching responsibilities, and are in no way for training or information in negotiations or parent association business.

ARTICLE IV

TEACHING HOURS

- A. The Board recognizes the principle of a standard forty (40) hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to (30) thirty minutes in grades nine through twelve, and (45) forty-five minutes in grades Kindergarten through eight. The teachers' day in grades nine through twelve shall be fifteen (15) minutes less than grades Kindergarten through grade eight.

- C. Elementary teachers will be provided a fifteen (15) minutes relief time per day. Teachers of music, art, laboratory sciences, and physical education shall have at least two such periods each day.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the Senior and Junior High Schools will be twenty-five (25) teaching periods and five (5) preparation/conference periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers who will be affected by change in assignments will be notified and consulted by their principals as soon as practicable and prior to the end of the school year. Such changes will be voluntary to the extent possible. In the event of a change in grade assignment in elementary school grades or subject assignment in secondary school grades during the school year every effort will be made to give as much advance notice as possible to the teacher or teachers affected. Such changes will be made by mutual consent.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. Arrangements will be made with the Building Principal for keys to the building when so desired.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that wherever possible it will maintain the class size to best effectuate the growth of the students therein. Class size in grades one and two shall not exceed 30 students.
- C. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

ARTICLE VII

VACANCIES, PROMOTIONS, REDUCTION IN STAFF

- A. Whenever any vacancy in any professional position, including principal, assistant principal, or other administrative posts in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) days.
- B. Any qualified teacher may apply for such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. Qualifications of two (2) or more applicants being equal, length of teaching service shall govern. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.
- C. When a reduction in staff becomes necessary, the Board agrees that the following criteria shall be used in determining staff members to be retained in the order as per following schedule.
 - 1. Certification
 - 2. Tenure Status
 - 3. Experience in Assignment
 - 4. Qualifications

ARTICLE VIII

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII. The Board shall consider written transfer requests from teachers.
- 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.

ARTICLE IX

LEAVE PAY

- A. Each teacher employed by the Board of Education shall be allowed twelve (12) days sick leave each year with full pay in the case of non-compensable illness or injury. In the case of illness or an injury compensated by Workmen's Compensation, the teachers pay will be the difference between his regular salary and the amount paid by the Workmen's Compensation Insurance. Sick leave days charged in same proportion as amount paid by Board of Education.
- B. Unused sick leave is to be credited to a maximum of 150 days.
- C. Sick leave for teachers employed on a part time, or for a part of a school year, will have sick leave allowance in proportion to the time employed. This does not apply to substitute teachers.
- D. A statement of his sick leave account will be presented each teacher not later than September 30 of each year.
- E. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident any time after two (2) hours of duty will be considered absent for sick leave purposes one-half ($\frac{1}{2}$) day. If forced to leave one and one-half ($1\frac{1}{2}$) hours after the beginning of the afternoon session he is to be considered present the entire day and no deduction of salary of sick leave is to be made.
- F. The teacher shall, on request of the Board of Education, present a doctor's certificate or other proof of illness satisfactory to the Board covering the full period of absence for which he is to be paid.
- G. Sick Leave Bank of Days.
The Board agrees to establish a sick leave bank of days of 130 days per year, non-accumulative. This bank of days shall be drawn upon when any teacher exhausts his sick leave days, upon application to the Board of Directors of the Association. This sick leave bank of days shall be administered by the Board of Directors of the Cheboygan Area Education Association.

ARTICLE X

LEAVES OF ABSENCE

- A. Teachers may be granted a temporary leave of absence for any of the following reasons:
 - 1. Illness
 - 2. Professional study

3. Travel
 4. Enlistment or conscription in the Armed Services of the United States
 5. Maternity leave of absence
 6. Peace Corps
 7. Election of office of state or national professional educational association
- B. The teacher shall present a written request for leave of absence to the Board of Education at least sixty (60) days prior to said leave, if said request is for professional study, travel, Peace Corps, and election to office of state or national professional educational association.
- C. Temporary leave of absence shall be without pay unless otherwise stipulated and for not more than one (1) year.
1. Teacher on leave of absence cannot teach in another school district in this country.
 2. Teacher must make a written request to return to the District by April 1 of that year.
 3. The Board of Education will not guarantee a position in the same school or grade level. The teacher will be considered for a position for which they qualify.
 4. The Board of Education will make no guarantee of re-employment if a position for which the teacher qualifies does not exist.
 5. Teachers with special certificates shall not be granted leaves of absence because of legal complications.
 6. Teachers on temporary leave of absence who are in the Armed Services may have leave of absence extended for an additional two (2) years.
 7. Upon return of teachers on temporary leave of absence (Article X; Paragraph A; Items 4, 6, and 7), they will be granted regular increments, sick leave accumulations, and increases in pay given to other teachers during their period of service.
- C. Maternity Leave Policy.
1. Maternity leave granted under this Article shall be without pay and may be granted for a period not to exceed one year, renewable at the discretion of the Board.
 2. Teachers shall request a maternity leave to begin at least four (4) months prior to the expected date of birth, except when this date shall fall within one (1) school month to the end of the semester. The preceding policy is to be administered at the discretion of the superintendent. Said request shall be filed with the superintendent.
 3. Upon the granting of said leave by the Board of Education, the teacher shall be entitled to return to the school system upon the expiration of said leave upon filing with the superintendent a written statement by a physician of her proper health and recommendation of the superintendent of schools and providing a

vacancy for which she is qualified exists and said vacancy is not filled by a teacher with tenure status.

4. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education provided that she shall give at least sixty (60) calendar days notice in advance of the requested date of return. Exceptions to notice as required in the preceding paragraph may be made by the Board in cases of still birth or miscarriage. The Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
5. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed resignation.

D. Emergency Leave.

1. In the event of critical illness, or other emergency, in the teachers own household, a reasonable amount of lost time will be allowed the teacher. Said leave time to be deducted from the accumulated sick leave time of the teacher.
2. In the event of death in the immediate family (father, mother, spouse or child, brother, sister, spouse's mother and father), the teacher will be granted leave without loss of pay from the occurrence of death until the beginning of the working day following the funeral. Total leave not to exceed three (3) school days. Said leave time to be deducted from the accumulated sick leave time of the teacher.

E. A teacher absent from work because of any communicable diseases contracted in the building other than the common cold and flu shall suffer no diminution of compensation and shall not be charged with sick leave. In said situation, the teacher shall present a doctor's statement indicating that the teacher should not be in the classroom.

F. Personal Business Leave Days.

1. Teaching personnel of the Cheboygan Area Schools shall be granted two (2) personal leave days, non-accumulative, each school year which will be deducted from the teacher's sick leave. These days may be used at the teacher's discretion.
2. If more than five (5) teachers apply for personal leave on any given day or days, the five (5) applications bearing the earliest dates will be those approved. Application must be made at least forty-eight (48) hours prior to said leave day.
3. Personal leave days may not be used for days prior to or immediately following holiday recesses.

G. Sabbatical Leave

1. The Board agrees that teachers who have been employed for seven (7) years within the District may upon application be granted a sabbatical leave for up to one year. During said sabbatical leave, the teacher shall be considered in the em-

ploy of the Board and shall be paid one-half his annual salary and related fringe benefits.

2. A teacher upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, or to a position of higher status. The teacher will be granted experience on the salary schedule for the sabbatical leave period, or may be placed on the salary schedule at a higher position than he would have held had he taught during such period.
3. One member of the teaching staff per school year shall be placed on sabbatical leave, upon request.
4. The Board may ask a teacher to obligate themselves for a period of two (2) years service in the District after each sabbatical leave.
5. In the event there are two or more applications for sabbatical leave, then a committee composed of one Board member, one teacher and one administrator shall select applicants whose course of study, in their opinion, would best serve the needs of the youth of this District.
6. Applications shall be limited to teachers planning advanced study in their curriculum majors or minors and plan on assuming a full class load of 12 semester hours per semester at an accredited college or university.

ARTICLE XI

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves-dropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Evaluation of tenure teachers is to be made in writing to the superintendent of schools by the principal at least once each two years, unless requested by the teacher. The teacher is to receive a copy of each evaluation made of his status.
- C. Evaluation of probationary teachers is to be made in writing to the superintendent of schools and teacher by the principal at least thirty (30) days prior to the end of the first semester and at least once during the remainder of the year. The teacher is to receive a copy of each evaluation made of his status.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file specifically exempting from review that information which is of a confidential nature, such as, recommendations from colleges and other school systems. A representative of the Association may be requested to accompany the teacher in such review.

- E. Before a teacher has the right to have an Association representative present when he is being reprimanded, warned or disciplined, that such reprimand, warning or discipline be required to be put in writing and entered into his personal file. A copy shall be provided to the teacher. The teacher may comment in writing on the principal's report to be inserted in the file.
- F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. It is understood that the rights of a teacher and any conditions set forth under this section shall not be inconsistent with his rights under the Tenure Act.

ARTICLE XII

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. 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. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has determined that the teacher has acted within the scope of the Board policy.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel to advise the teacher of his rights and obligations and render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has determined that the teacher has acted within the scope of the Board policy.
- D. Time and money lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher has acted in a professional and legal manner. The Board may provide legal counsel to advise the teacher of his rights and

obligations and render reasonable assistance to the teacher provided that it has determined that the teacher has acted within the scope of the Board policy.

- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher (value of which is in excess of five dollars [\$5.00] and less than one hundred dollars[\$100.00]) while engaged in assigned school business. If a teacher is injured arising out of, or in the course of his employment, free medical, surgical, or hospital care will be furnished by the Board at a designated hospital provided that the teacher does not have hospital or medical insurance which would cover his expenses.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern (regarding wages, hours, and conditions of employment) to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article 1 of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, but not earlier than February 1, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Labor Relations Commission.

ARTICLE XIV

GRIEVANCE PROCEDURE

A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (a) The termination of services of or failure to re-employ any probationary teacher.
- (b) The placing of a non-tenure teacher on a third year of probation.
- (c) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- (d) Any matter involving the judgemental content of teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

Should a teacher feel that there has been a violation of this Agreement, he will take the following steps:

(Step 1) The teacher shall notify in writing the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to Step two (2) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

(Step 2) The teacher and/or the designated representative may discuss the grievance with the principal informally within twenty (20) days of the alleged violation.

(Step 3) If no satisfactory conclusion is reached within ten (10) days following the discussion set forth above, the teacher and/or the designated representative shall present in writing within twenty (20) days from the discussion in Step two (2) the alleged violation and request an interview with the superintendent. Written grievance shall contain the following:

1. It shall be specific.
2. It shall name and be signed by the employees involved.
3. It shall contain a statement of the facts upon which the grievances are based.
4. It shall contain a reference to the articles and sections of this agreement and/or School Board rules and policies which have been allegedly misinterpreted or violated.
5. It shall state the relief requested.

Within ten (10) days after the written request is filed with the superintendent he shall have a hearing concerning the alleged grievance. A decision in writing by the superintendent shall be given to the employee and the designated representative within ten (10) days after the hearing.

(Step 4) If this decision is not satisfactory, the teacher may file within twenty (20) days his alleged grievance with the Board in writing countersigned by the designated representative. The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing within fifteen (15) days of said hearing.

(Step 5) Individual teachers shall not have the right to process a grievance at step 5.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at the time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary except as it applies to interpretation of this agreement.
 - c. 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, provided, that the practice, policy or rule is not in conflict with the master agreement.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

- e. He shall have no power to interpret state or federal law.
 - f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to rule on the merits of the case until a written decision has been rendered upon the arbitrability issue. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 8. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses, salary and substitute costs.
 9. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
 10. 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.
 11. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 12. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. (In no event, however, shall the settlement be earlier than thirty [30] days prior to the date on which the grievance is filed.)
 13. During the pendency of any proceedings up to the fourth step all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
 14. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or any other participant in the procedure set forth herein by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 15. In the event a grievance is filed on or after the first of June, it shall be resolved

prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days.

ARTICLE XV

PROFESSIONAL STUDY COMMITTEES

- A. There is hereby established a Professional Study Committee composed of four (4) members, two (2) members selected by the Board and Two (2) members selected by the Association. The professional Study Committee shall investigate matters of concern to the School District and submit a written report and recommendations to the parties.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. It is agreed between the Board and the Association that there shall be no reprisals by the Board against any teachers who participated in the strike nor shall the Association or any member of the unit have a right to file a grievance which grievance occurred during the period of the strike.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 28, 1970 and shall continue in effect until the 31st day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Victor C. Leonall
President

By Elmer G. Carlson
Secretary

EDUCATION ASSOCIATION

By Carroll A. Schwab
President

By Phyllis A. Denton
Secretary

SCHEDULE A

SALARY SCHEDULE BASED ON PROFESSIONAL GROWTH

1970 - 1971

Exp.	B. A.*	M. A.*
0	\$ 7,300	\$ 8,050
1	\$ 7,685	\$ 8,455
2	\$ 8,070	\$ 8,860
3	\$ 8,455	\$ 9,265
4	\$ 8,840	\$ 9,670
5	\$ 9,255	\$10,075
6	\$ 9,610	\$10,480
7	\$ 9,995	\$10,885
8	\$10,380	\$11,290
9	\$10,765	\$11,695
10	\$11,150	\$12,100
11		\$12,500

Non-Degree \$6,000 - \$7,000 in eight (8) years.*

In Addition to the above schedule:

The Board agrees to pay an additional allowance of \$275.00 for completion of 15 semester hours of graduate credit beyond the A. B. degree.

The Board agrees that teachers will be granted up to 5 years of credit on the salary schedule for out of the school district teaching experience.

The Board agrees to pay one-half (½) (50%) of the cost of Blue Cross-Blue Shield MVF-2 membership or M.E.S.S.A. Super Med for teachers, (in the case of husband and wife, one-half [½] family membership) and their families who enroll for such comprehensive hospitalization, medical, and surgical protection through the school group of a twelve month period, provided, however, termination of employment within the District shall terminate said coverage.

The Board agrees that teachers with no degrees shall be granted one-half (½) credit for each year of experience up to a total of four (4) years credit in changing to the A. B. Scale.

* The association and the Board agrees that teachers shall lose seven days in salary under the 1970-1971 salary schedule due to the amended calendar; said daily rate to be computed under the formula, individual salary divided by 187 teacher days.

SCHEDULE A

SALARY SCHEDULE BASED ON PROFESSIONAL GROWTH

1971 - 1972

Exp.	B. A.	M. A.
0	\$ 7,700	\$ 8,200
1	\$ 8,070	\$ 8,645
2	\$ 8,440	\$ 9,090
3	\$ 8,810	\$ 9,535
4	\$ 9,180	\$ 9,980
5	\$ 9,550	\$10,425
6	\$ 9,920	\$10,870
7	\$10,290	\$11,315
8	\$10,660	\$11,760
9	\$11,030	\$12,205
10	\$11,500	\$12,650
11		\$13,100

In Addition to the above schedule:

The Board agrees to pay an additional allowance of \$275.00 for completion of 15 semester hours of graduate credit beyond the B. A. Degree.

The Board agrees that teachers will be granted up to 5 years of credit on the salary schedule for out of the school district teaching experience.

The Board agrees to pay the full (100%) cost of Blue Cross-Blue Shield MVF-2 membership or M.E.S.S.A. Super Med for teachers (in the case of husband and wife, one family membership) and their families who enroll for such comprehensive hospitalization, medical, and surgical protection through the school group for a twelve month period, provided, however, termination of employment within the District shall terminate said coverage.

SCHEDULE B

ACTIVITY	COMPENSATION*
Head Varsity Football Coach	10% plus \$250 for 2 weeks
Asst. Varsity Football Coach	6% plus \$200 for 2 weeks
Freshman Football Coach	6% plus \$200 for 2 weeks
Head Varsity Basketball Coach	10%
Junior Varsity Basketball Coach	6%
Freshman Basketball Coach	6%
8th Grade Basketball Coach	6%
7th Grade Basketball Coach	6%
High School Track Coach	7%
Junior High Track Coach	4%
Golf Coach	4%
Girls Basketball Coach	\$300.00
Audio-Visual – High School	\$220.00
Cheerleaders	\$180.00
High School Dramatics	\$150.00
High School Musicale	\$150.00
Junior High Dramatics	\$120.00
Noon Duty	\$435.00
School Annual	\$360.00
School Paper	\$180.00
Summer Band	\$1,640.00
Summer Band Asst.	\$742.00
Special Education	\$500.00
Driver Education	\$5.00 per hour
Adult Driver Education	\$5.00 per hour

Adult Education	\$ 10.00 per hour	
Class Advisor, Chairman		
9th Grade	\$ 75.00	Plus a budget of a like amount for additional assistance for each class
10th Grade	\$ 75.00	
11th Grade	\$100.00	
12th Grade	\$150.00	

* The percentages are based on the teachers basic position on the salary schedule. The addition or deletion of the above positions shall be the responsibility of the Superintendent. Acceptance of positions under schedule shall be on a voluntary basis.

Except in an emergency situation, teachers shall not contract for more than two (2) supplemental positions during the contract year.

Salaries for teachers utilized in an educational capacity during the summer months shall be determined according to the following formula, except where otherwise noted in this schedule.

$$\frac{\text{Annual Salary}}{40 \text{ Weeks}} = \text{Weekly Salary}$$

$$\frac{\text{Annual Salary}}{1,200 \text{ Hours}} = \text{Hourly Salary}$$

CHEBOYGAN AREA SCHOOL DISTRICT

CALENDAR

(Amended)

1970 – 1971

Monday	September 28, 1970	Opening of Schools
Friday	November 6, 1970	High School Report Cards
Wednesday	November 25, 1970	Thanksgiving Recess – End of Day
Monday	November 30, 1970	Classes Resume
Friday	December 4, 1970	Report Cards – Elementary & Junior High
Friday	December 18, 1970	Report Cards – High School
Thursday	December 24, 1970	Christmas Recess – End of Day
Monday	January 4, 1971	Classes Resume
Friday	February 5, 1971	End of 1st Semester – Report Cards
Friday	March 19, 1971	Senior High Report Cards
Friday	April 9, 1971	Good Friday – No Classes
Monday	April 12, 1971	Classes Resume
Friday	April 16, 1971	Report Cards – Elementary & Junior High
Friday	April 30, 1971	High School Report Cards
Monday	May 31, 1971	Memorial Day – No Classes
Tuesday	June 1, 1971	Classes Resume
Thursday	June 17, 1971	Graduation
Friday	June 18, 1971	End of School Year

Calendar provides for 180 instructional days.

1971–1972 school year calendar shall provide for 181 instructional days plus six (6) teacher in-service training or work days.