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MEFA  
1216 Kendale  
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CHIPPEWA VALLEY SCHOOLS

NEGOTIATION PROPOSALS

1966 - 67

Chippewa Bd of Ed.

## MANAGEMENT RIGHTS

"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 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 with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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.

CHIPPEWA VALLEY SCHOOLS  
19230 Cass Avenue  
MOUNT CLEMENS, MICHIGAN

NEGOTIATION  
COUNTER PROPOSALS

I. Teacher Rights

- A. Teachers shall have the right to organize, join and support, Chippewa Valley Education Association for the purpose of engaging in collective bargaining concerning teachers' rights and protection. All meetings of the Chippewa Valley Education Association shall be held off school premises.
- B. The Board will not discriminate against, in any way, any teacher connected with collective bargaining.
- C. The Board agrees to supply the Chippewa Valley Education Association with available information concerning the financial status of the district, budget requirements, and other non-confidential information that will assist the Chippewa Valley Education Association to develop sound and constructive programs in behalf of students and teachers of the district.
- D. The use of school property, (paper, machines, etc.) shall not be allowed by the Organization without consent of the Board of Education.
- E. No compensation will be given to any teacher, union steward, or union representative for attending union meetings, union conferences, negotiating work, grievance time, or any similar circumstance.

II. Professional Compensation

- A. All teachers shall be covered by the agreed salary schedule.
- B. Any teacher found to have a contract which in any way exceeds the agreed schedule shall have such contract made null and void at the time of discovery and a new contract will be submitted with the proper salary; such contract shall be signed by the teacher in question. Over-payments made, if any, are to be deducted.
- C. Negotiation of the salary schedule shall be confined to the last ninety (90) calendar days of the contract.
- D. No teacher shall be required to do any extra work. Extra-curricular activities and extra work will be done on a voluntary basis and compensation if any, shall be determined by the Board of Education.

III. Teaching Hours

- A. The Board recognizes the principle of a standard forty hour work week and will set work schedules and make professional assignments which can be reasonably completed within this time. (Teaching, making lesson plans, grading papers, curriculum planning, ordering materials, inventory of materials, teachers' meetings, etc.)
- B. Each teacher shall be required to plan her work load carefully and submit to the Board of Education a schedule indicating exactly how the forty hour work week will be spent.
- C. Each teacher shall commence work at 8:00 A. M. each morning and shall be assigned work which will occupy his time until 5:00 P. M. each day with one hour off for lunch. No extra-curricular activities may be included in this forty hour work week.
- D. It is agreed that each teacher will be assigned periodic lunch duty in order that all other teachers may be free during the lunch period time, if necessary.

IV. Teaching Loads and Assignments

- A. The Board of Education shall decide all teaching loads and assignments based upon budget, education, and the best interest of the school district.

- B. Teachers will be assigned to their areas of competency if possible. Determination of competency is a matter of administrative decision.
- C. Teachers affected by a change in grade assignment in the elementary school, or change in subject assignment in the secondary grades, will be notified and consulted by their principals prior to June 1, if possible.
- D. Every teacher should have one unassigned period a day for preparation.

V. Teaching Conditions

- A. The organization of the school day and the school should be directed at insuring that the energy of the teacher is utilized in teaching.
- B. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. Teachers will choose textbooks, reference materials, supplies and other equipment, which will be used in supplying the classroom, with final approval for such selections made by the Board of Education.
- C. Non-professional aids will be hired to replace teachers where possible.
- D. The Board shall make available to all teachers, a faculty room, properly furnished and for the exclusive use of teachers, administration, Board Members, guests, and other persons as may be designated by the administration.
- E. Special teachers for special subjects, art, music, and gym, for all grades. Each teacher shall be given the title, "special teacher", which will qualify her to teach such special subjects as art, music, and gym, in all grades.
- F. Ojibwa's supplies should be at Ojibwa - not at Clinton Valley.
- G. Supplies for first grade will be in the classroom area.
- H. The Board shall furnish adequate closet and storage space for each teacher. Whenever the closet space in a classroom appears to be inadequate, the teacher may use any other portion of her room for storage that she deems desirable.
- I. Paved, adequate parking facilities, shall be made available to teachers for their exclusive use, if possible. Teachers may park only in the designated teacher parking area.
- J. The private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education except when unseemly conduct is called to the attention of the Board of Education. When such conduct is called to the attention of the Board, an investigation shall be made provided however that the teacher has an opportunity to appear before the Board.
- 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 an association with the activities of any employee organization except as so indicated in this contract or in the policies of the Board of Education.

VI. Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by written notice of such vacancy to the Chippewa Valley Education Association, and post notice of this vacancy in every school building insofar as this appears to be in the best interest of the district.
- B. The Board may promote from within the professional staff with due regard to professional background and length of time served in the school district when this appears to be in the best interest of the district.

VII. Transfers

- A. Unrequested transfers will be made only when this appears to be in the best interest of the school district.
- B. A list of available positions in the Chippewa Valley Schools will be posted.
- C. Teachers transferred to a supervisory position, and later returned to teacher status, shall be entitled to retain such rights as he may have had under this agreement.

VIII. Leave Pay

- A. Teachers will have eight (8) days a year allotted as sick days.
- B. Sick days can accumulate to thirty (30) days.
- C. Any teacher who is absent because of injury or absence covered under Michigan Workmen's Compensation Law shall receive from the Board only the difference between the allowance and his regular salary for the duration of the illness but only as covered by sick leave.
- D. A teacher may not borrow sick days.

IX. Leaves of Absence - All leaves subject to tentative approval by the Superintendent and to final approval by the Board of Education.

- A. Leave of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:
  - (1) A critical illness in the immediate family
  - (2) When emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care
  - (3) Attendance at own graduation to receive a degree, for such portion of the day as is necessary
  - (4) Two days for any business at the teacher's discretion
  - (5) Time necessary for funeral of person whose relationship warrants such attendance.
- B. Leaves of absence with pay, not chargeable against the teacher's allowance:
  - (1) When a teacher is called for jury duty. Amount equal to jury pay to be deducted.
  - (2) School Board approved visitation at other schools or for attending educational conferences or conventions as authorized by the Administration.
  - (3) Time necessary to take the selective service physical examination but not to exceed one day. Does not cover voluntary enlistment.
- C. Leaves of absence without pay shall be granted upon application for the following purposes to tenure teachers at the end of a year, or at the discretion of the Board:
  - (1) Study related to the teacher's license field
  - (2) Study to meet eligibility requirements for teacher certification other than that held by the teacher.
  - (3) Study, research, or special teaching assignment involving probable advantage to the school system
  - (4) Court appearance as a witness in any case when subpoenaed to attend
- D. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, will be charged with sick leave.
- E. A maternity leave will be granted, without pay, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one school month of the end of the semester.
- F. Leave of absence without pay shall be granted up to two years, when joining the Peace Corps as full time participant.
- G. Teachers who are officers of the MEA Association, or who are appointed to its staff, should, upon proper application, be given leave of absence without

pay for the purpose of performing duties for the Association, but shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be drafted for military duty in the Armed Forces of the United States. Teachers returning from military leave will be given years of service credit on the salary schedule and the benefit of any increments.

I. The Board shall grant a leave of absence as may be established by the Board, without pay to any teacher to campaign for, or serve in, a public office.

#### X. Insurance Protection

A. The Board shall provide without cost to full time teachers, paid premiums for comprehensive hospitalization, medical, and surgical protection for the teacher and his immediate family under an insurance plan designated by the Board, to the extent of \$13.40 per month per teacher. Income protection, if any, will be included within the \$13.40 premium payment.

B. The Board will provide, at full cost to the teacher, comprehensive sick and accident insurance coverage assuring payment to the teacher in the event of illness for a period of two years following payment of any compensation by the Board, an amount equal to his annual salary in the event of sickness or accident totally disabling such teacher.

C. The Board will provide, at full cost to the teacher, public liability and accident coverage in the amount of not less than \$100,000.00 for each accident in the case of teachers exposed to special and unusual hazards in the course of their work, including driver education teachers, athletic coaches, shop and laboratory teachers.

#### 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 eavesdropping, public address or audio systems, and similar surveillance devices, shall be strictly prohibited.

B. Each teacher shall have the right, upon request, to review the non-confidential contents of his own personal file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of discipline or delinquency in professional performance, by mutual agreement between the teacher and the administration. By mutual agreement, no action will be taken with respect to the teacher until such representative of the Association is present.

D. Teachers may be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional advantage with just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, may be subject to the professional grievance negotiations procedure hereinafter set forth.

#### 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 is not a warden or custodian for emotionally disturbed 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 obtain help for such pupil if possible.

- 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 may render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher, who has behaved prudently, is complained against or sued by reason of disciplinary action by the teacher against a student, or accident involving a student, the Board may provide legal counsel and render assistance to the teacher in his defense.
- D. Time lost by a teacher in connection with any incident in this Article may receive special consideration at the discretion of the Board.
- E. The Board will not reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished if covered by Workmen's Compensation.
- 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.

#### XIII. Negotiation Procedures

- A. Negotiations may be opened at any time to cover items not covered by this Agreement by mutual agreement.
- B. 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.
- C. All agreements shall be subject to ratification by the Board and by a majority of the membership of the Chippewa Valley Education Association. However, members of each negotiating team shall have authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### XIV. Terminal Leave

There will be no terminal leave pay.

#### XV. Grievance Procedures

- A. A grievance is a violation of the contract or of the written employee policies of the Board of Education. Grievances and problems of the employees of the Chippewa Valley Schools may be presented and adjusted in accordance with the following procedures covered in the agreement.
- B. The following steps will not prevent any individual employee from presenting a grievance to his employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.
- C. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement.

Step 1.

The employee with a grievance presented in writing shall discuss the problem or grievance informally with the building principal. If the matter is not resolved within five days, the following step may be taken by the employee.

Step 2.

The employee may request in writing, through the building principal, an informal conference with the superintendent of schools. If the matter is not resolved within five days, the following formal procedure may be taken by the aggrieved employee.

Step 3.

In the event the matter is not resolved informally, the employee may present the grievance in writing, through the proper Chippewa Valley Education Association representative, to the building principal. If the matter is not resolved within ten days after the presentation of the grievance, the employee may, within ten days of the decision, take the following step.

Step 4.

Within ten days from the date of the decision in Step 3, the employee may, through the proper Chippewa Valley Education Association representative, present the written grievance to the superintendent of schools. The superintendent of schools would have fifteen days to make a decision. If the matter is not resolved, the employee may appeal within fifteen days from the date of the decision and take the following step.

Step 5.

Within fifteen days of the date of the decision in Step 4, the employee may present his written request, through the proper Chippewa Valley Education Association representative, to the Board of Education, requesting a formal hearing. The Board of Education would have fifteen days to allow for a hearing after receipt of the written grievance and request for a hearing. The Board of Education would have fifteen days after the hearing to make a decision.

XVI. Miscellaneous Provisions

- A. The Board agrees to maintain an adequate list of substitute teachers if possible. Teachers shall be informed of a telephone number they may call before 7:00 A. M. if possible, to report unavailability for work. Once a teacher has reported unavailability, it will be the responsibility of the administration, not the teacher, to arrange for a substitute teacher, if one is to be obtained.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil without his consent.
- C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association may, whenever feasible, have the opportunity to consult in advance with the Board with respect thereto prior to general publication.
- D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and 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.
- E. 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 shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.



- F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- G. 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.
- H. Sabbatical Leave : Any professional person covered by a continuing contract may apply for sabbatical leave. The School Board may grant sabbatical leave on the following conditions:
- (1) That the teacher be properly certified by the time of making application.
  - (2) That the application be in writing to the superintendent of schools on or before March 15 of the year prior to taking leave.
  - (3) That the teacher agree to return to the Chippewa Valley Schools and that notice of such intent be given the superintendent of schools in writing by March 15 of the leave year.
  - (4) Upon his return he shall be placed on appropriate salary schedule step as though he had been in continuous employment.
  - (5) Any person granted such a leave shall not be paid his salary during the period of his leave.

The granting of a sabbatical leave guarantees the recipient re-employment as a teacher in the Chippewa Valley Schools provided he meets the conditions set forth above.

XVII. Duration of Agreement

This Agreement shall be effective for three years.