

6/30/68

67-68

AGREEMENT

BOARD OF EDUCATION - CHIPPEWA VALLEY SCHOOLS  
AND  
CHIPPEWA VALLEY EDUCATION ASSOCIATION  
1967 - 1968

*Chippewa Valley Schools, Board of Ed.*

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967,  
by and between the Chippewa Valley School District of Mount Clemens, Michigan,  
hereinafter called the "Board", and the Chippewa Valley Education Association,  
hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that  
providing a quality education for the children of the Chippewa Valley 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, as amended, 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:

MEA  
1216 Kendale  
E. Lansing, MI 48823

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding Superintendents, Principals, Assistant Principals, Business Managers, and any other supervisors or administrators within the meaning of the Public Employment Relations Act. 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.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the lawful 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 and or the constitutions of Michigan and the United States; that it will not discriminate against any teacher in any way by reason of his membership in the Association, his participation in any lawful 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. The rights granted to teachers hereunder shall be deemed to be the same as and in addition to those provided elsewhere.
- C. The Association or any member thereof shall have the right to use the school buildings and facilities, without charge, for professional meetings during the times when the building is covered by the operating staff. Room clearance shall be made with the Principal involved.

- D. 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.
- E. 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 shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on 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.
- G. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated 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.
- H. 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 consult with the Board with respect to said matters prior to their adoption and/or general publication whenever possible.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof outside the school's jurisdiction shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- J. The provisions of this Agreement concerning 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, marital status. The Board of Education shall have the right to retire employees after their sixty-fifth birthday if, in its judgement, such action would best serve the interests of the children of

the school district. The above may not be construed to mean that every teacher will be guaranteed the right to teach until the age of 65.

- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- L. If any tuition students are admitted to the district, teachers who do not reside in the district shall, upon request, be permitted to have their children attend the Chippewa Valley Schools on a tuition basis.

### ARTICLE III

#### Rights of the Board of Education

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all its powers, rights, authorities, duties and responsibilities including those conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express and implied 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.

### ARTICLE IV

#### Deductions for Professional Dues and Professional Responsibility

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. The deduction of membership dues shall be made from the first pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the Association, all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made as may be requested.

- C. It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with paragraph "A" of this Article, such teacher may feel a moral obligation to support financially the administration of the Master Agreement and such teacher may therefore, sign an authorization form directing the Board to deduct from his pay, in two (2) equal payments, an amount equal to the C. V. E. A. dues. This deduction shall continue until such teacher notifies and Board and Association in writing that he no longer wishes to have the deduction made, or he joins the Association as an active member.

## ARTICLE V

### Teaching Hours and Class Load for Full Day Schedule

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day. Administrators may call faculty meetings once a week for forty-five (45) minutes.
- B. The elementary school day shall provide a maximum five (5) hours and thirty (30) minutes of instructional time for pupils. The secondary school day shall provide for a maximum of six (6) hours and thirty (30) minutes of instructional time for pupils. The teachers' day shall be a maximum of seven and one half (7 1/2) hours.
- C. All teachers shall be entitled to a duty free lunch period of at least thirty (30) consecutive minutes.
- D. Secondary teachers will be assigned the equivalent of one class period as a preparation period. Elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. In addition, elementary teachers may use for preparation, all time during which their classes are being instructed by special teachers in the areas of Art, Music and Physical Education provided that the specialists do not request his presence in the classroom. Should there be a question of merit of the teacher remaining, the Principal will listen to both sides and make a ruling.

- E. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counsellors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. No departure from these norms shall be made without mutual agreement between the party or parties concerned and the administration.
- G. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at five dollars (\$5.00) per period.
- H. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities, require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which demands can readily become excessive. It is agreed that it sometimes becomes necessary to have teachers present for evening meetings. Each teacher may be required to attend two (2) evening meetings per semester. For more than two required evening meetings per semester, the teacher will be compensated by released time during the school day. Forty-eight (48) hours' notice will be given.
- I. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation by appointment, including arbitration, shall be released from regular duties without loss of salary.

## ARTICLE VI

### Special Student Program

- A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Sincere and concerted steps will be taken to achieve a solution to the problem in the event such a child is placed in a regular class.
- B. The parties accordingly, will cooperate to increase the psychological services to meet the needs of students in the community.
- C. Every effort will be made to provide remedial reading classes at the elementary and secondary levels of instruction. These classes shall be taught by teachers who have had training in teaching remedial courses and who prefer to teach the remedial student.

## ARTICLE VII

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 and Association mutually agree that class size is an important aspect of an effective educational program.

The Board agrees that it will make every reasonable effort to keep secondary class sizes at the levels recommended by the North Central Accreditation Association. The Board further agrees that it will make every reasonable effort to keep elementary class sizes at the levels recommended by the North Central Accreditation Association.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board undertakes promptly to implement all joint decisions thereon made by it and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material, including periodicals, in maintaining a high level of professional performance.
- D. The Board agrees to make available for each school, adequate typing, duplicating, stencil and mimeograph facilities and clerical assistance to aid teachers in the preparation of instructional material.
- E. The Board shall provide:
1. Suitable space for each teacher to store coats, overshoes, and personal articles.
  2. Adequate chalkboard space in every classroom.
  3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

4. A collegiate dictionary in every classroom.
  5. Adequate storage space in each classroom for instructional materials.
  6. Adequate attendance books, paper, pencils, chalk, erasers, and other such material required in daily teaching responsibility.
- F. Non-professionals will be hired to relieve teachers of non-professional responsibilities when possible.



- G. The Board shall make available wherever possible in each school, adequate lunchroom, restroom, and lavatory facilities exclusively for staff 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.
- H. Telephone facilities shall be made available to teachers for their reasonable use.
- I. Upon the request of the Association, vending machines shall be permitted in staff rooms.
- J. Adequate off-street paved parking facilities shall be provided which are off limits to students.
- K. Teachers shall not be required to teach under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- L. Specialized instruction in Art, Music, and Physical Education at the elementary level if provided will be on a regularly scheduled basis.

## ARTICLE VIII

### Department Chairmen

- A. The department chairmen shall exercise such coordinating and administrative functions as have heretofore been performed, including serving as liaison between the teachers of the department and the school administration. Such chairmen shall not be considered supervisory employees.

## ARTICLE IX

### Qualifications and Assignments

- A. Less than fully certified teachers will be hired only in cases of necessity. The Board will compile a listing of such teachers for the use of the Association, if requested.
- 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 and the Association shall be so notified in each instance.

- C. 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. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year unless a compelling situation requires same.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedules B, and Summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

## ARTICLE X

### 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 Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. The Board declares its support of a philosophy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association who shall post notice of said vacancy in the faculty lounge of each building in the Chippewa Valley School System. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence. Applicants from outside the district will be considered.

- D. An involuntary transfer in teaching assignment or building assignment will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- E. 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 or benefits as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE XI

### Illness or Disability

- A. Teachers will have ten (10) days a year allotted as sick days, with 150 days accumulation.
- B. A teacher who is absent because of injury compensable under the Michigan Workmens' Compensation Law, shall receive from the Board the difference between the allowance under the Workmens' Compensation Law and his regular salary for the duration of the school year with no subtraction of sick leave.
- C. Sick Bank - Each teacher who wishes to participate, may contribute not more than one day per year of personal sick leave to the bank. This bank will be administered by the Executive Committee of the Association.
- D. Before applying for days from the sick bank, these criteria must be met:
  - (1) Verification must be obtained from the payroll department that all personal sick leave days have been used.
  - (2) The teacher will have a doctor's certificate attesting to his own illness.
- E. Teachers may draw up to twenty (20) days from the bank. Upon approval by the Board and the Association, a teacher may draw additional days from the bank. The days need not be replaced.
- F. The bank shall not accumulate more than one hundred fifty (150) days.

## ARTICLE XII

### Leaves of Absence

- A. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted upon notification to the Board Office one (1) week prior to the anticipated absence, except in emergency situations, for the following reasons:

- (1) A critical illness in the immediate family.
- (2) When emergency illness in the 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) One day, unless travel warrants additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
- (5) Two days for any business at the teacher's discretion. Should application for business days exceed availability of substitutes, the Association will decide priority.
- (6) 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) Death Leave - Up to five days because of each death in the immediate family, beginning at that date of death and within one week after death. One day only, will be allowed upon the death of a grandparent, parent-in-law, uncle, aunt, first cousin, niece or nephew.  
Immediate Family Defined - Mother, father, brother, sister, son, daughter, and spouse.
- (2) When a teacher is called for jury duty. Amount equal to jury pay to be deducted.
- (3) Court appearance as a witness in any case connected with teacher's own employment or when subpoenaed to attend any proceeding.
- (4) Visitation at other schools, attendance at educational conferences or functions, and Association meetings, when approved by the Superintendent.
- (5) Time necessary to take the selective service physical examination.

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 other times 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. One regular salary increment occurring during such period shall be allowed.

D. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall suffer no diminution of compensation.

## ARTICLE XIII

Sabbatical Leave

A sabbatical leave policy will be developed jointly by the Board and the Association during the first semester of the 1967-68 school year.

## ARTICLE XIV

Unpaid Leaves of Absence

- A. A leave of absence of up to two (2) years may be granted to any tenure 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, Teachers' Corps or Job Corps as a full-time participant in such program. 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.
- B. A military leave of absence shall be granted to any teacher who shall be drafted 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. All periods of voluntary enlistment are excluded.
- C. Tenure teachers who are officers of the Professional 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.
- D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office.
- E. Maternity leave of up to five (5) years shall be granted, commencing not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.

A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

## ARTICLE XV

### Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Responsible academic freedom in teaching shall be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, the Code of Ethics, administrative directives, and school policies. Good judgement, common standards of decency, and individual conscience shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the students in the best manner of which he is capable.
- C. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

## ARTICLE XVI

### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. It is recognized that probationary teachers should be evaluated, encouraged, and receive guidance as soon and as often as possible. In any event, each probationary teacher shall be evaluated by observation and conference at least once during the first semester of the school year. Should any teacher feel that he requires guidance, he may notify his administrator and he shall be evaluated, counseled, and helped in any way possible to become a more proficient teacher.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each observation shall be made in person for an adequate period of time. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address of audio systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have

the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

- E. No later than April 10 of each probationary year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy 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. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide for a hearing where requested.
- F. Review of Personal File - Each teacher shall have the right upon request to review the contents of his own personal files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher. All communications, including evaluations by Chippewa Valley administrators, commendations, and validated complaints directed toward the teacher, which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

## ARTICLE XVII

### 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.
- C. 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.

- D. 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 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.
- E. 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 asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

## ARTICLE XVIII

### 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. Any teacher who enrolls in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive reimbursement from the Board at the rate of \$18.00 per semester hour and \$12.00 per quarter hour. To be eligible for reimbursement the class must be approved by the Superintendent and the teacher must have eighteen (18)\* semester hours or twenty-seven (27) quarter hours beyond the bachelor's degree. Payment shall be made after the course has been completed. \*\*
- C. The Board agrees to provide upon approval of the Superintendent, the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee Meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time as determined by the principal and teacher, to attend without loss of compensation.
- D. 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.

\* (or have met the semester hour requirement for permanent certification.)

\*\* New teachers signing initial contracts will not be granted credit for hours enrolled prior to the time they actually begin working for the District. Compensation for classes begun after the second semester, as determined on the school calendar, will be contingent upon the teacher's continued employment in the system.



## ARTICLE XIX

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. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. 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 agrees that it will not knowingly, 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.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God; however, when schools are closed temporarily because of weather conditions, teachers are expected to report to their respective buildings as soon as conditions permit.

## ARTICLE XX

School Calendar

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule "A". There shall be no deviation from, or change in, the school calendar except by mutual agreement of the Board and the Association.
- B. Two teachers' institute days shall be observed in November and all teachers are required to attend unless excused by the Building Principal to perform other duties. At least one day shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance.

## ARTICLE XXI

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule "B" which is attached to, and incorporated in, this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- B. All teachers employed shall be given full credit on the salary schedule set forth in Schedule "B" for up to six (6) years of outside teaching experience including other experience for which credit is allowed.
- C. After a teacher has served in the school district for fifteen (15) years, he will receive a longevity payment of five percent (5%) of current basic salary. Thereafter for each additional five (5) years of service he will receive an additional longevity payment of five percent (5%) of current basic salary. To qualify for longevity pay, the teacher must earn not less than six (6) semester hours of credit during the three (3) year period immediately prior to having met the years of service requirement.
- D. Teachers involved in extra duty assignments set forth in Schedules B-1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- E. Teachers authorized in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- F. Active duty in military service of two years or more will advance the teacher one step for credit allowed on the salary schedule.

## ARTICLE XXII

### Special Teaching Assignments

- A. Assignments for the Adult Education, Driver Education, and Summer School Programs will be made by the Board on the basis of preference to teachers possessing teaching certificates regularly employed in the district during the normal school year.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A. M. or one hour before start of school, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day of not more than seven (7) hours.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

## ARTICLE XXIII

Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are 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 counsellors, 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. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may remove a pupil from one class session 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.
- D. Suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parent when warranted. Should such measures fail and it has been mutually decided by the teacher and administrator that the student's misbehavior is a disrupting influence on the class, the student will be removed from the class and the problem will be dealt with in a manner suitable to the administration.
- E. 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 and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities; such assault occurring while teacher is engaged in, or because of, performance of his duties, and in accordance with the Code of Ethics and school policy.

- F. If any teacher is complained against or sued by reason of disciplinary action by the teacher against a student or accident involving a student, during performance of duties, the Board will provide legal counsel and render assistance to the teacher in his defense; provided that the Board has determined that the teacher has acted within the scope of its policy concerning disciplinary action or the rules and regulations concerning the performance of his duties.
- G. Time lost by a teacher in connection with any incident in this Article shall be dealt with as indicated in Article IV, paragraph 38.103, Section III of the Michigan Teacher Tenure Act of 1965.
- H. The Board of Education will investigate, or cause to be investigated, any incident involving an individual who willfully inflicts damage upon the property of any employee of the Board, or who willfully appropriates property of others, provided such malicious action occurs on the school premises during times that employees are engaged in gainful employment. Further, it shall be the moral obligation of the Board to prosecute or require reasonable restitution for all such damages as are established where insurance coverage is not applicable.
- I. 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 to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

#### ARTICLE XXIV

##### Insurance Protection

Each teacher covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits under the basic Blue Cross-Blue Shield Plan, (full family coverage) at no cost to himself. If a teacher wishes, he may select M. E. A. in lieu of Blue Cross and the Board will pay a like amount. Returning teachers will have insurance paid through the Summer months,

#### ARTICLE XXV

##### 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. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule "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.
- C. Within five (5) 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.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, ( or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) 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.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished 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, 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.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.

- H. If any 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.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 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.
- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

## ARTICLE XXVI

### Curriculum Review Committee

There is hereby established a Curriculum Review Committee composed of six members, two members to be selected by the Association, two members to be selected by the Board, and two members who are not employed in the school system to be mutually agreed upon by the parties to represent the public. This committee shall systematically review at regularly fixed meetings, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans, and similar materials and procedures in the light of the purposes, philosophy, and educational goals of the district. Additional ad hoc committees may be established to review particular areas of the curriculum. The committees herein established shall investigate and submit recommendations to both the Board and the Association but such report shall be deemed advisory only. The Board assumes no responsibility to compensate committee members.

## ARTICLE XXVII

### Negotiation Procedures

- A. 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. Negotiations on a succeeding contract shall be re-opened by either party not prior to the 1st day of March, 1968, nor later than the 1st day of May, 1968, unless an earlier date is mutually agreed upon.
- 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 XXVIII

### Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- B. This Agreement shall constitute commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. 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.
- D. 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 considered part of the established policies of the Board.
- E. 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.
- F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of September 1, 1967, and shall continue in effect until June 30, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

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

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

By \_\_\_\_\_  
Chairman, Negotiating Committee

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

By \_\_\_\_\_  
Negotiating Committeeman

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

By \_\_\_\_\_  
Negotiating Committeeman

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

By \_\_\_\_\_  
Negotiating Committeeman

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

By \_\_\_\_\_  
Negotiating Committeeman

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

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 1967.



# CHIPPEWA VALLEY SCHOOLS

## SCHEDULE "A"

### CALENDAR

1967-68

Friday	September	1	Registration of new staff members
Monday	September	4	Labor Day (Schools closed)
Tuesday	September	5	MEA Meeting in A. M. Faculty Meeting in P. M.
Wednesday	September	6	Schools open in A. M. only - Faculty Meeting in P. M.
Thursday	November	2)	State Teachers' Institute (Schools closed)
Friday	November	3)	
Tuesday	November	21	Thanksgiving Vacation (Schools close at end of day)
Thursday	November	23	Thanksgiving Day
Monday	November	27	Schools re-open
Friday	December	22	Christmas Vacation (Schools close at end of day)
Monday	December	25	Christmas Day
Monday	January	1	New Year's Day
Wednesday	January	3	Schools re-open
Thursday	January	25)	End of First Semester - Record Days (No school)
Friday	January	26)	
Monday	January	29	Schools re-open - Second Semester begins
Wednesday	April	10	Easter Vacation (Schools close at end of day)
Sunday	April	14	Easter Day
Tuesday	April	16	Schools re-open
Wednesday	May	29	Memorial Day Vacation (Schools close at end of day)
Monday	June	3	Schools re-open
Sunday	June	9	Baccalaureate
Thursday	June	13	Graduation and Record Day
Friday	June	14	Record Day - End of School Year

CHIPPEWA VALLEY SCHOOLS

APPENDIX "B"

SALARY SCHEDULE

1967-1968

	<u>Non-Deg. less than 106 hrs.</u>	<u>Non-Deg. 106-119 hours</u>	<u>Degree No Cert.</u>	<u>Cert. B.A.</u>	<u>Cert. B.A. 15 hrs.</u>	<u>Cert. M.A.</u>	<u>Cert. M.A. 15 hrs.</u>	<u>Cert. M.A. 30 hrs.</u>
1.	5500.00	5600.00	5800.00	6300.00	6600.00	6900.00	7200.00	7500.00
2.	5800.00	5900.00	6100.00	6600.00	6900.00	7200.00	7500.00	7800.00
3.		6200.00	6400.00	6900.00	7200.00	7500.00	7800.00	8100.00
4.			6700.00	7200.00	7500.00	7800.00	8100.00	8400.00
5.				7600.00	7900.00	8200.00	8500.00	8800.00
6.				8000.00	8300.00	8600.00	8900.00	9200.00
7.				8400.00	8700.00	9000.00	9300.00	9600.00
8.				8800.00	9100.00	9400.00	9700.00	10000.00
9.				9200.00	9500.00	9800.00	10100.00	10400.00
10.				9600.00	9900.00	10200.00	10500.00	10800.00

## CHIPPEWA VALLEY SCHOOLS

### APPENDIX "B<sup>1</sup>"

The following supplemental salaries will be based upon the Bachelor salary schedule at the step determined by the number of years served in that position in the Chippewa Valley School system.

	<u>Sr. High</u>	<u>Jr. High</u>
Music		
Instrumental	6%	2%
Vocal	2%	1%
 Department Chairman		
10 or more teachers (number of teachers equated on basis of full-time or equivalent)		6%
6 - 9 teachers		5%
3 - 5 teachers		4%
 Director of Student Activities		10%
 Dramatics (2 plays)		1 1/2% per play
 Class Sponsors		
Seniors		4%
Juniors		3%
Sophomores		2%
Freshmen		2%
 Forensics and Debate		4%
 Yearbook		6%
 Newspaper		4%
 Junior High Student Council and Activities		4%

CHIPPEWA VALLEY SCHOOLS

APPENDIX "B<sup>2</sup>"

1967-1968 ATHLETIC SALARY SCHEDULE

Athletic salaries shall be based upon the Bachelor's salary schedule at the step determined by the number of years of contracted coaching at the secondary level in the given sport. Outside experience shall be granted up to and including five years. The Athletic Director's step shall be based upon the number of years in contracted coaching at the secondary level.

Head Football Coach . . . . .	10%
Assistant Varsity Coaches . . . . .	7%
Junior Varsity Coaches . . . . .	7%
Assistant Junior Varsity Coaches . . . . .	5%
9th Grade Coach . . . . .	6%
Head Basketball Coach . . . . .	10%
Junior Varsity Coach . . . . .	7%
9th Grade Coach . . . . .	6%
Head Track Coach . . . . .	7%
Assistant Track Coach . . . . .	5%
Cross Country Coach . . . . .	4%
Head Baseball Coach . . . . .	7%
9th Grade or Assistant Coach . . . . .	5%
Wrestling Coach . . . . .	5%
Junior High Basketball Coach . . . . .	5%
Assistant Basketball Coach . . . . .	4%
Junior High Track Coach . . . . .	4%
Assistant Junior High Track Coach . . . . .	3%
High School Athletic Director . . . . .	12%
Gymnastics . . . . .	7%
Golf . . . . .	5%
Tennis . . . . .	5%
G. A. A. . . . .	2%
Cheerleading - Senior High . . . . .	3%
Cheerleading - 9th Grade . . . . .	1%
Cheerleading - Junior High . . . . .	1%

Professional Grievance Report

School District \_\_\_\_\_ Grievance Number \_\_\_\_\_

School \_\_\_\_\_ Date of Violation \_\_\_\_\_

Date of Grievance \_\_\_\_\_

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

Signature of Grievant (Use reverse side for additional signature if more than one grievant.)

Date \_\_\_\_\_

Principal's Disposition:

Date \_\_\_\_\_

Signature of Principal

Association's Disposition

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's Disposition

Date \_\_\_\_\_

Signature of Superintendent

Association's Disposition

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_