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Chippewa Valley
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1970 - 1972

AGREEMENT

Between The

BOARD OF EDUCATION OF THE CHIPPEWA VALLEY SCHOOLS

and the

CHIPPEWA VALLEY EDUCATION ASSOCIATION

Chippewa Valley Schools, Board of Ed.

9/1/70 - 8/31/72

MEA
1216 Kendale
E. Lansing, MI
48823

BOARD OF EDUCATION - CHIPPEWA VALLEY SCHOOLS
and
CHIPPEWA VALLEY EDUCATION ASSOCIATION
1970 - 1972

This Agreement entered into _____
by and between the Chippewa Valley School District of Mount Clemens, Michigan,
hereinafter called the "Board", and the Chippewa Valley Education 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 predominantly
upon the quality and morale of the teaching service, and,

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

WHEREAS, the Association is a member of the Michigan Education
Association and National Education Association, and by direct delegation possesses
the authority and power to bind said parent association to any and all obligations and
commitments herein made for purposes of obtaining benefits herein made for purposes
of obtaining benefits herein conferred upon individual members of this bargaining
unit, and,

WHEREAS, the parties have reached certain understandings which they
desire to confirm in this Agreement.

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, and maintenance and operating employees.
- (1) The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- (2) The term "Board" shall include its officers and agents.
- 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 purpose of engaging in collective bargaining or negotiation and other lawful 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 Act 379 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 by Board policies, law, or on contracts, individual or collective.
- C. The Chippewa Valley Education Association or any member thereof, shall have the right to use the school buildings and facilities, without charge, for professional meetings during the time when the building is covered by operating staff, as provided in "D" below. 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, mimeo-graphing 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. All formally recognized organizations within the faculty shall have the exclusive 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. All faculty members may use the district mail service and teacher mail boxes for communication to teachers in their respective buildings. No teacher shall be prevented from wearing insignia, pins, or other identification 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. Such information shall be made available within five (5) working days of said request. Reasonable requests made by an individual teacher will also be honored.
- 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 the exercising of such rights shall not be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. In their personal lives, teachers shall have the right to think freely and to express themselves openly and without fear. This includes the right to take part in social, civil, and political affairs. They shall have the right to participate in political campaigns and to hold office. They shall have the same freedom in all things as other citizens. No discrimination shall ever be shown by any school personnel or the Board toward any teacher because of race, religion, or political activities, or beliefs.
- J. The provisions of this Agreement concerning 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 shall have the right to retire employees after their 65th 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 years.

- 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 employed by the Board 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.
- M. The Association shall have the right to review the individual contracts of any professional member of its bargaining unit.
- N. No teacher may be dismissed from his contracted duties without just cause.
- O. One given member of the Association, to be determined by the Association, may be released the last three periods (hours) of his school day to transact Association business. His salary shall be adjusted accordingly.
- P. One other member of the Association, to be determined by the Association, may be unassigned the last period (hour) of the day to transact Association business. His salary shall be adjusted accordingly.
- Q. The Board shall place on the agenda of each regular Board Meeting, any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office within sufficient time to appear on the official Board agenda.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- A. 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 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 implied terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. The deduction of membership dues shall be scheduled with the payroll clerk for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Association, all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made.
- B. The Board shall continue to make payroll deductions upon receipt of written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. All teachers, as a condition of continued employment shall, within sixty (60) days, execute and deliver to the Board, signed authorization to deduct from payroll, a monthly sum equivalent to the dues and assessments of the Association, including the National and Michigan Education Associations.
- D. Notice by the Association of failure of a teacher to comply with the provisions of paragraph "C" shall cause the Board to forthwith notify said teacher that his or her services will be discontinued within ten days of the date of such notice. Provided, however, that any teacher so notified shall have the opportunity, before the end of the ten days, to redeem his or her position by paying the annual dues to the Association.
- E. The Association, the Michigan and National Education Associations, shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this article.
- F. The Association shall, when the Board is sued individually or jointly, make available, competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations.

ARTICLE V

THE 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 teachers, except that on Fridays or on days preceeding 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. (See Appendix for hours of school day). The normal weekly teaching load in the junior and senior high schools will be twenty-five (25) teaching clock-hours and five (5) unassigned preparation clock-hours. No secondary teacher shall have more than five (5) teaching assignments per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary school will be twenty-seven and one-half (27 1/2) clock-hours.
- C. All teachers shall have 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, counselors, and all special education teachers, shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. Professional librarians shall be employed as circumstances require, and necessary clerical assistance shall be provided.
- G. No departure from these norms shall be made without mutual agreement between the party or parties concerned, and the administration.
- H. If a teacher shall be permanently assigned to teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at one-fifth (1/5) his annual base salary, as pro-rated, per period. When a teacher accepts an assignment upon occasion to be a substitute teacher during his preparation period, he shall receive pay for such at the rate of Six Dollars (\$6.00) per period.
- I. It is agreed that it sometimes becomes necessary to have teachers present for evening meetings. Each teacher may be required to attend three (3) evening meetings per semester. For more than three (3) 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.
- J. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board, by Board request, including participation in professional grievance negotiation, shall be released from regular duties without loss of salary during such engagement.

ARTICLE VI

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having special physical, mental, and emotional problems, may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program, and place extraordinary and unfair demands upon the teacher. In the event that such a child is placed in a regular classroom, the following steps will be taken:
- (1) The teacher will take the responsibility for referring the child to the counselor and building principal.
 - (2) After consultation and joint agreement between the teacher, counselor, and building principal, the student may be removed from the classroom until further steps can be taken to achieve a solution to the problem.
- B. The parties accordingly, will cooperate to provide adequate psychological services and insure the availability of guidance and counseling services. Such services will employ the expertise of the following minimum personnel as funds become available:
- (1) Diagnostician - as per State requirements.
 - (2) Social Worker - as per State requirements.
 - (3) Junior and Senior High School Counselors - as per North Central A.A. requirements.
 - (4) Elementary counselors - one per school with sixteen (16) or more classrooms.
- In addition to performing the functions normally associated with their positions, these personnel would also be required to:
- (1) At the beginning of each year, provide an in-service program for teachers concerning the purposes and operation of the programs they offer.
 - (2) Establish and constantly review a kindergarten readiness through twelfth grade testing program.
 - (3) Establish a procedure for handling students referred to them.
- C. Application will be made for a room for perceptually handicapped children.
- D. Adequate reading clinician services will be provided for both the elementary and junior high schools.

ARTICLE VII

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and teachers 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.

- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet optimum standards; such standards to be recommended by the Instructional Policies Council.

- C. The following class size provisions shall prevail:

<u>GRADES</u>	<u>NOMINAL SIZE</u>	<u>AVERAGE</u> <u>CLASS SIZE</u>
<u>Elementary</u>		
Kindergarten	24 - 27	24
Grade 1	22 - 28	25
Grade 2	22 - 28	25
Grade 3	23 - 29	26
Grade 4	24 - 30	27
Grade 5	26 - 32	29
Grade 6	26 - 32	29
<u>Secondary</u>		
Grades 7 - 8	27 - 33	30
Grades 9 - 12		
(General - English, Social Studies, General Education, Mathematics, Language, Business)	27 - 33	30
Typing, Industrial Arts, Shop, Vocational, Home- making, Music, Art, Physical Education, Science, Hygiene		

As facilities permit

If a situation should develop requiring half-day sessions, those elementary classes on half-day sessions shall contain an average of twenty (20) students per session.

- D. The term "nominal" as used herein means that actual sizes may be, in some instances, above or below the nominal figure. The desirability of keeping all classes within the nominal range is recognized and understood by the Board and Administration, while teachers recognize that, in some cases it may be impossible to do so.
- E. In cases where the class size limits are exceeded, prompt action will be taken to find a solution acceptable to the involved teacher, the Association, and the Administration. Once an agreed upon solution has been found, it will be implemented. Some example solutions are:
- (1) Open a new section.
 - (2) Close enrollment.
 - (3) Re-distribute students.
 - (4) Employ a teacher aide.
- F. Those classes recognized by the Administration and teachers as containing a majority of children with exceptional learning difficulties will be limited to one-half the number as shown in Article VII C. The philosophy of reduced class offerings will be followed when it has been determined that class sizes are consistently too large.

- G. 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 educational 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.
- H. 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 materials.
- I. The Board shall provide:
- (1) Suitable space for each teacher to store coats, overshoes and personal articles.
 - (2) Adequate chalkboard space for 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 materials required in daily teaching responsibilities.
 - (7) Teachers not assigned a regular classroom shall be given adequate storage space in each classroom in which they instruct.
 - (8) Adequate smocks for Art and Home Economics teachers, laboratory coats for Laboratory Science teachers, and shop coats for Industrial Education teachers, will be provided. Laundering of such items will be the responsibility of the teachers.
- J. It is agreed that teachers' time should be spent performing professional duties. Wherever possible para-professionals will be engaged to assist in relieving teachers of non-professional duties. In the event that para-professionals are unobtainable, teachers may voluntarily assume such duties, or be assigned to such duties, if no other reasonable solution exists.
- K. 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. Provisions for such facilities will be made in all future buildings.
- L. Telephone facilities shall be made available to teachers for their reasonable use.
- M. Upon the request of the Association, vending machines shall be permitted in staff rooms.
- N. Adequate, off-street paved parking facilities shall be provided, properly maintained, lighted and identified exclusively for staff use during regular school hours.
- O. Teachers shall not be required to teach under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

- P. The Association and the Board are agreed that one purpose of education is to provide meaningful and integral experiences for students in a variety of areas. In recognition of this fact, specialized instruction in Art, Music, and Physical Education at the elementary level will be provided on a regularly scheduled basis as facilities and personnel permit.

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.
- B. Department Chairmen in English, Social Studies, Mathematics, and Science, will be chosen on a district-wide basis. Those lead teachers in English, Social Studies, Mathematics, and Science not chosen as Department Chairmen, will be designated as Department Co-Chairmen. All Department Chairmen and Co-Chairmen will be chosen by a joint agreement between the Association and the Building Principals.

During the first year of this Agreement, the Chairmen and Co-Chairmen at one level will receive one (1) hour of released time to perform their duties. The Chairmen and Co-Chairmen of the other level will be compensated as stated in Appendix B¹ of this Agreement. During the second year of this Agreement, the Chairmen and Co-Chairmen who were compensated as in Appendix B¹ will receive one (1) hour released time; while those who received released time will be compensated as in Appendix B¹. At the discretion of the Superintendent, both levels may have released time.

In the year of the opening of the Algonquin Junior High School building, Chairmen and Co-Chairmen at the junior high school level will be given the one (1) hour released time cited in the preceeding paragraph.

Building Department Chairmen in areas other than those mentioned above, will be chosen when the department consists of three (3) teachers or more (number of teachers equated on basis of full-time or equivalent). Such Department Chairmen will be compensated as per Appendix B¹.

- C. Each department shall be allotted an operational budget. The budget expenditures will be arrived at jointly by the Administration and Department Chairmen. The Department Chairmen will be responsible for the efficient use of the funds provided in the budget.
- D. The Department Chairman or his representative will have the responsibility of acting in an advisory capacity to the administration in hiring teachers for his department area; and will help to familiarize new teachers with departmental curriculum and policies.

- E. Three (3) Department Chairmen will serve one (1) hour per week or that equivalent on the Instructional Policies Council.

ARTICLE IX

QUALIFICATIONS AND ASSIGNMENTS

- A. No new, less than fully-certified teacher will be hired for a regular full-time teaching position. Teachers hired at the high school level must have a major or its equivalent in their main assigned teaching area. Teachers employed at the junior high school level must have at least a minor in their main assigned teaching field. Two years will be allotted for existing staff members to meet these requirements. Vacancies will be posted.
- B. Since pupils are entitled to be taught by teachers who are working within the area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study. If the teacher opposes, in writing, his re-assignment, he may tender his written resignation to be effective within thirty (30) calendar days and the Board will accept his resignation. The preceding will take place within sixty (60) calendar days of written notification of such re-assignment.
- C. 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. If the teacher opposes, in writing, his re-assignment, he may tender his written resignation to be effective within thirty (30) calendar days and the Board will accept his resignation. The preceding will take place within sixty (60) calendar days of written notification of such re-assignment.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education 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. A teacher may apply for any position, including administrative positions, at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually. The Board and the Association agree to seek the establishment of an integrated teaching staff reflective of all races.
- 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. 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. In filling vacancies in administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants from outside the School District. Whenever an administrative vacancy arises, or when new positions are created, the Superintendent shall promptly notify the Association who shall post notice of said vacancy in the faculty room of each building in the Chippewa Valley School System. The vacancy shall not be filled less than one week after the Association is notified. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions, is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- 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. If the teacher opposes in writing, his reassignment, he may tender his written resignation to be effective immediately, within thirty (30) calendar days of reassignment and the Board will accept his resignation. The preceding will take place within sixty (60) calendar days of written notification of such reassignment. Involuntary transfers will be made on the basis of: non-tenured teachers, and teachers with the least teaching experience in a particular department will be transferred first. Exceptions may be made only after consultation with the Association.
- E. Any teacher who shall be transferred to a supervisory or executive position, and shall later return to teachers 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, excluding those positions held under a supplementary contract.
- F. The staff accepts the concept of administrative internship. However, teachers involved will be designated as administrators; and, during their time of internship, will be given released time. The teacher will be compensated at the same rate as their regular teaching salary.
- G. Teachers who are so interested and qualified may be assigned, at the discretion of the Superintendent, to part-time administrative duties, either during the summer, or on a released time basis.
- H. Before the Board makes any necessary reduction in personnel due to decrease in student enrollment, program reduction, or lack of finances, it will consult with the Association regarding the effects of such reduction. In the event of the above reductions, the following criteria will be followed:
- (1) Teachers indicating "by resignation".
 - (2) Permit teachers except when assigned to permit status by the Board.
 - (3) Non-tenure teachers at the Board's discretion. Equally qualified non-tenure teachers will be released by least seniority in the System.
 - (4) Tenure teachers, teaching in their major area, would be released through consultation with the Board, administration, and Association.
- Teacher shifting of teaching assignment from different levels of instruction, such as from elementary to high school, is discouraged so as to maintain staff cohesiveness and continuity of program. Particular areas of instruction could be protected by releasing teachers with more seniority in other areas.

- I. No teacher shall be discharged unless he has been given a written notification of said action and the opportunity for a hearing before the Board at least sixty (60) days before the end of the current school year.

ARTICLE XI

ILLNESS OR DISABILITY AND LEAVES OF ABSENCE

- 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. The Board of Education will cooperate in the operation of a sick leave bank.
- D. Each employee enrolling in the bank will donate one day of his sick leave to the bank which will be added to the current balance.
- E. When applying for days from the sick bank: Verification must be obtained from the payroll department that all personal sick leave days have been used, and reasonable proof of illness must be presented to the Association and/or to the Board upon request from their respective officers.
- F. 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.
- G. The sick leave bank will be controlled by the Association Sick Bank Committee.
- H. The Association will collect Sick Bank authorization cards that must be forwarded to the Board no later than thirty (30) days after the teachers commence employment for each school year.
- I. 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) Three (3) 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.

- J. 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. Up to ten (10) teacher days per year will be allowed for Association business providing the Association makes written application for such within five (5) days of the proposed absence and agrees to pay for substitute teachers if required.
 - (5) Time necessary to take the selective service physical examination.
 - (6) Teachers selected by the Association, at the Board's request, to aid the school district in hiring new teachers.
- K. 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.
- L. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall suffer no diminution of compensation.

ARTICLE XII

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 leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

- C. Tenure teachers who are officers of the Professional Association, or who are appointed to its staff, shall, upon proper application, be given leaves 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 ranks.
- D. A leave of absence shall be granted to any teacher prior to the beginning of, or at the conclusion of the school year upon application, for the purpose of campaigning for, or serving in a public office.
- E. Upon written application, a maternity leave shall be granted commencing no later than the sixth month of pregnancy, except when this date falls within one month of the end of the semester, the teacher shall be permitted to complete the semester. Further extensions may be granted by the Board. Upon return, a teacher will be assigned to the same, or similar position, providing a vacancy exists. A female teacher adopting a child may receive a similar leave, A teacher returning from leave provided in this paragraph shall be placed on the salary schedule with credit for each semester or major portion thereof taught in the year the leave is granted.

ARTICLE XIII

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. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship, indoctrination, and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom in teaching will 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. The teacher is expected to teach the students in the best manner of which he is capable.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples, the basic objectives of a democratic society. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.
- D. The right of teachers and students, within the confines of the school, to participate in the process of education, free from public clamor or political influence, shall be protected by the Board of Education.

ARTICLE XIV

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 six (6) weeks 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. The above shall include the right to receive released time, upon approval of the Department Chairman, and building administrator, to observe other teaching, evaluate his method of instruction, and consult with other teachers, and with the administration concerning these methods.
- 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 or 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 or its designee, will advise the teacher of the reasons therefor in writing and provide for a hearing where requested.
- F. Upon approval of a written request made to the administration, a probationary teacher may be assigned an experienced teacher by the Association to offer assistance to him in those areas stated in the request. Such effort expended by the Association shall be done on a voluntary basis and as a service to the profession.
- G. 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. 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. The faculty member shall have the right to petition for removal of any false or irrelevant material from his personnel file. All materials proven to be false shall be removed. The teacher shall also have the right to answer any material filed, and his answer should be attached to the file.

ARTICLE XV

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with the 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 XVI

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. Teachers who have met all credit hour requirements for permanent certification and enroll in an approved course related to their 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 \$24.00 per semester hour and \$16.00 per quarter hour. Payment shall be made after the course credit has been received.
- C. 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, shall be made upon receipt of course credit, provided that documentation of such credit shall be received prior to the last calendar week of school. If such course credit is not received until after the last week of school, compensation shall be made upon the teacher's return in the Fall.
- D. 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.
- E. Released time will be provided for the staff of each building for the expressed purpose of curricula design and evaluation. The date, agenda, and direction for each meeting will be developed jointly with the staff and building administrator. In addition, 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.

ARTICLE XVII

CONTINUITY OF OPERATIONS

- A. 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. When schools are closed temporarily because of weather conditions, teachers are encouraged to report to their buildings.
- B. During the term of this Agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, (i.e. the concerted failure to report for duty, or wilfull absence of a teacher from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment), for any purpose whatsoever.
- C. 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.

ARTICLE XVIII

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. It is agreed that, in the event the Board is unable, prior to June 11, 1971, or to June 9, 1972, to schedule and provide 180 days of student instruction as required by law, regardless of the cause of such inability, the Board and the Association shall schedule additional student instruction days prior to or subsequent to such date as may be needed to meet the legal requirement, without additional compensation to teachers.

ARTICLE XIX

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 credit on the salary schedule for up to nine (9) years outside teaching experience.
- C. Teachers contracted for supplemental extra duty assignments set forth in Schedules B-1 and B-2, which are attached to, and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All such teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation. Any teacher paid above said Schedule shall forfeit like amounts until the overage has been repaid. Any teacher paid below said schedule hereinafter shall be reimbursed like amounts until the underage has been repaid. The method of payment shall be mutually agreed upon by both parties.
- D. Teachers authorized mileage payment in the course of their work shall receive ten cents (10¢) per mile.
- E. Active, full-time duty in the military service for two years or more, will count as one year for credit allowed on the salary schedule within the credit allowance for experience prior to employment within the District.
- F. After a teacher has served in the school district for fifteen (15) years, he will receive a salary increase of five per cent (5%) of his current basic salary. Thereafter, for each additional five (5) years of service, he will receive an additional salary increase of five per cent (5%) of his current basic salary. To qualify for this increase, 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.

- G. In recognition of services to the school district, a terminal leave payment of \$500.00 will be paid to him upon retirement provided the teacher shall have been employed in the school district for at least ten (10) years.
- H. Upon approval of Central Administration, Industrial Arts, Art, Physical Education, Home Economics, and Laboratory Science teachers may be allowed to work up to 25 hours of extra time per year at a rate of five (\$5.00) Dollars per hour in organizing, repairing and performing other non-academic duties involved in teaching their subjects. Request for such payment must be submitted to the Building Administration on regular payroll forms.

ARTICLE XX

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. Salary will be \$23.00 per day.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. Such teachers will also have either a Masters Degree and tenure, or at least five (5) years of teaching experience. They shall work directly with the University program coordinator, assist in developing extensive opportunities for the intern teacher to observe and practice the arts and skills of the profession.
- D. The Board will continue to make known the amount received from the University placing the student teacher.

ARTICLE XXI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- 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. The affected pupil will be re-admitted to the classroom only upon authorization of the principal or administrative designee. On request, written guidelines for future handling of this case will be provided.
- 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 counseling 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. A meeting may be called by a student's teachers for the purpose of determining if a particular student is a consistent and incorrigible offender. The teachers' meeting for such purpose shall include all those teachers having the student in class and the meeting shall include the principal and his disciplinary representative. Upon unanimous recommendation of the teachers concerned, action will be taken which may include the permanent suspension of the student.
- E. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the Board of Education or their designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Board who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Board shall be in accordance with the Code of Ethics and school policy.
- F. The Board of Education will investigate, or report to the appropriate authorities, incidents involving individuals who inflict damage to property of employees of the Board, or who appropriate property of such employees, provided such malicious action occurs on the school premises during the times that employees are engaged in gainful employment. Further, it shall be the moral obligation of the Board to prosecute and/or require reasonable restitution for all such damages as are established where insurance coverage is not applicable.
- G. Unless the matter is promptly reported to the teacher concerned, no action shall be taken upon any complaint by a parent of a student directed toward a teacher, and no notice thereof shall be included in said teacher's personnel file. The Association will be notified of documented breaches of professional ethics.

ARTICLE XXII

INSURANCE PROTECTION

- A. Each teacher covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits under the M.E.S.S.A. Super Med., or the Blue Cross, Master Medical Plan, at no cost to himself, according to one of the following, with no riders:

Self Only
Self and Spouse
Self and Children
Self, Spouse, and Children

Returning teachers will have insurance paid through the Summer months.

Teachers leaving the System may retain Summer coverage by paying premiums to the Board of Education.

- B. Employees not wishing health care protection may apply the equivalent of an individual employee's Super Med. premiums toward the following options available through the Michigan Education Special Services Association:

Group Term Life Insurance
Loss of Time
"500" Major Medical

A joint committee of the Board and the Association will formulate a package consisting of the above items before implementation of this Agreement.

ARTICLE XXIII

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 (3) 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 (3) 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 the period above provided, 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 the 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. All other expenses shall be borne by the party incurring them. Key persons directly involved in arbitration proceedings during school hours will not suffer loss of pay for such time spent away from classes.
- 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 limit 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 as possible thereafter.
- 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.
- K. If a teacher does not file a grievance in writing with the principal or other designated Board representative within ten (10) school days after the occurrence, then the grievance shall be considered as waived. No grievance will be filed prior to September 20 of the current school year.

ARTICLE XXIV

INSTRUCTIONAL POLICIES COUNCIL

- A. The Board of Education, to bring about desirable curricula changes, established a professional staff Instructional Policies Council. The purpose of this Council is to provide effective consultation with, and assistance to the Board, to make needed improvements in the instructional program which are deemed feasible. Realizing that education is an ever-changing process, the administration and the teaching staff will work jointly in developing curriculum needs of the schools, and work toward establishing a comprehensive kindergarten through twelfth grade curriculum.
- B. Accordingly, curriculum evaluation and review will be undertaken each year by the Department Chairmen and teachers in their departments or elementary school representatives and the building principal. Any proposals resulting from such evaluation shall be presented in writing to the Instructional Policies Council.
- C. The Instructional Policies Council shall be composed of three (3) teachers, chosen by the Executive Board of the Association who are also department chairmen or elementary school representatives, and three (3) representatives of the Board of Education.
- D. All curriculum changes which originate in the Instructional Policies Council will be presented in writing with rationale, to the Board of Education for consideration and action. This action shall consist of the acceptance and implementation of, or the rejection of, the Council's recommendations. Should the Council's recommendations be rejected, the Council will be presented with written rationale supporting the rejection.
- E. Upon request of the Instructional Policies Council, teachers will be employed during a portion of the Summer for the purpose of curriculum construction, review, and evaluation. It will be the responsibility of the Instructional Policies Council to recommend the make-up of the study group and the length of time required. Teachers employed for the above purpose shall be compensated at the rate of \$5.50 per hour. To assist the Instructional Policies Council in recommending teachers for curriculum work, the chairman of each department, or a committee in the case of the grades, shall submit to the Instructional Policies Council, prior to January 10, an evaluation of the departmental curriculum needs and proposed projects. The department chairmen shall also submit a list of those persons in his department who would be available for curriculum work in the Summer of that year. Those persons appointed by the Board will be notified prior to May 15.
- F. The Instructional Policies Council may initiate curriculum proposals as well as receive those suggested to it. Accordingly, the Instructional Policies Council may appoint sub-committees to study given areas of the instructional program. The chairmen of these sub-committees shall be chosen by the Council. All Committee members and sub-committee members shall serve without compensation. When recommended by the Instructional Policies Council, released time may be granted to any committee member or sub-committee member, for study upon approval of the Superintendent.

ARTICLE XXV

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.
- B. The parties agree that the negotiated terms and conditions set forth, and/or implied in this Agreement, represent the full and complete understanding and commitment pertaining to negotiated items between the parties hereto, which may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties, in an amendment hereto. Recognizing that problems may arise in the implementation of the contract, the parties will select representatives who will meet on a monthly basis at mutually agreed upon times, for the discussion and attempted resolution of such problems.
- C. Beginning not earlier than March 1 of the calendar year in which this Agreement expires, the teacher Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herewith, in a good faith effort to reach agreement concerning teachers' salaries, and other conditions of their employment. Any agreements so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the teacher Association.
- D. 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 XXVI

MAINTENANCE OF STANDARDS

- A. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior discussion with the Association.

ARTICLE XXVII

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.

- B. An Instructional Media Supervisor for the District shall be employed to co-ordinate planning, ordering, processing, and utilization of instructional materials, with sufficient time for the adequate performance of these duties.
- C. The libraries in each elementary school shall be staffed sufficiently so that they will be available for student and faculty use each normal school day and classes will be scheduled for regular library periods at least once a week. Libraries in the junior and senior high schools shall be sufficiently staffed and accessible for student and faculty use during the school day and for a brief period before and after classes.

ARTICLE XXIX

SABBATICAL LEAVE.

Section 1: Purpose

In order to provide opportunities for maximal professional improvement, candidacy for Sabbatical Leave shall be available to teachers for: (1) formal full-time study at a recognized college or university; (2) travel; (3) research; (4) writing, and (5) other reasons as determined by the Committee.

Section 2: Eligibility to Apply for Consideration

- a. An applicant must possess a Michigan Life or Permanent Certificate and must have accrued seven consecutive full years of teaching service in the Chippewa Valley School District.
- b. Applicants must not have received a Sabbatical Leave during the seven years immediately preceding any application.
- c. Each applicant must agree to return to service in the Chippewa Valley School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three years unless physical disability makes this impossible, or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him during Sabbatical Leave, determined by the fraction of the three years not served following the Leave.
- d. Applicants shall not be within three years of full retirement or Social Security Benefit age.

Section 3: Application

- a. A written application shall be made to the Screening Committee for Sabbatical Leave on or before March 1 of each year.
- b. The application shall include: (1) plans for the use of the Sabbatical Leave; (2) an explanation of the plan's potential for increasing the applicant's professional competence; (3) an explanation of how the Leave will benefit the System, and (4) such other information as may be necessary as determined by the Committee for Sabbatical Leave, or the Board.

Section 4: Screening

- a. The Screening Committee for Sabbatical Leave shall consist of one Elementary Principal and one Secondary Principal appointed by the Superintendent, a teacher appointed by the Association, and the President of the Association. The Committee shall be chaired by the Superintendent who will vote only in the event of a tie.

- b. The Screening Committee will prepare a priority listing of eligible candidates and recommend names for Sabbatical Leave appointments. Provided there are qualified candidates, up to 3% of the body of teachers currently employed may be recommended for the consideration of the Board of Education.
- c. The Screening Committee will consider:
 - (1) Assured eligibility of the applicant.
 - (2) The proposed Leave's potential for contributing to the applicant's professional growth.
 - (3) Benefit to the School District.
 - (4) Other pertinent factors as may be established by the Screening Committee.
- d. The Board of Education shall grant Sabbatical Leave to one teacher provided the candidate qualifies and is recommended by the Screening Committee.

Section 5: Compensation

- a. While on Sabbatical Leave, a teacher shall receive salary according to the following:
 - \$1,250.00 per year, (\$625.00) per semester), plus an amount equal to the difference of base salary (excluding pay for any additional duties or assignments such as Coaching, Department Heads, or any other), he would receive in active status, and the salary of a beginning degree-certified teacher.
 - Not to exceed 50% of the top step of the Masters Degree with Certificate and no additional hours, maximum.
 - Sabbatical Leave salary will be adjusted downward on the basis of cash awards, Fellowships, etc. received to the extent that total compensation from such would exceed the teacher's base salary.
- b. A teacher on Sabbatical Leave shall continue to receive paid hospitalization as per the Master Agreement on the same basis as a teacher in the classroom.
- c. Accumulated sick leave shall be retained.
- d. Pay checks will be mailed on the regular pay days and to that address provided by the teacher.
- e. Only those benefits listed herein apply to Sabbatical Leave grantees.

Section 6: Miscellaneous Administrative Provisions

- a. Sabbatical Leave may be for a portion of the year, but may not exceed a full school year.
- b. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent.
- c. Sabbatical Leave will be automatically terminated should the grantee be placed upon probationary status by his college or university.
- d. As may be determined by the Screening Committee for Sabbatical Leave, any intentional falsification of information by the teacher in the application, or other reports required as a part of Sabbatical Leave, will subject the Leave to termination.
- e. Upon return to teaching from Sabbatical Leave, the teacher shall be positioned on the salary schedule as though he had been employed as a teacher during the period of Leave and shall be restored to his former position if possible, provided that the employee remains eligible for reinstatement under other rules and regulations of the Board.

Section 7: Reports Required on Sabbatical Leave

- a. An employee on Sabbatical Leave shall report to the Superintendent as follows:
- (1) An interim report shall be filed at the mid-point of the period for which the Leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the Leave is being utilized in the approved manner.
 - (2) A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on Leave and the manner in which the knowledge and experience gained may be applied to the benefit of the School District.
 - (3) The Superintendent may require, and the employee shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the Leave. In the event that the Superintendent and the Screening Committee for Sabbatical Leave shall find that the employee is not fulfilling the agreement, or is dilatory in any respect, the amount received from the Board for the time during which the employee is not fulfilling the agreement shall immediately become due and all future payments may cease. If the employee is dilatory, all future payments may cease.

SCHEDULE "A"

SCHOOL CALENDAR

1970 - 1971

Friday	September	4	Registration of New Staff Members
Tuesday	September	8	CVEA Meeting in A.M. - Required attendance Faculty Meetings in P.M.
Wednesday	September	9	Schools Open
Friday	October	16	Teachers' Institute (Schools Closed: not counted as day of Obligation)
Wednesday	November	25	Thanksgiving Vacation (Schools close at end of day)
Monday	November	30	Schools Reopen
Wednesday	December	23	Christmas Vacation (Schools close at end of day)
Monday	January	4	Schools Reopen
Friday	January	22	Records Day - End of First Semester
Monday	January	25	Second Semester Begins
Friday	April	2	Easter Vacation (Schools close at end of day)
Monday	April	12	Schools Reopen
Monday	May	31	Memorial Day (Schools Closed)
Sunday	June	6	Baccalaureate
Friday	June	11	Last Obligation Day for Teachers
Tuesday	June	15	All Records Due

SCHEDULE "A"¹
SCHOOL CALENDAR

1971 - 1972

Friday	September	3	Registration of New Staff Members
Tuesday	September	7	CVEA Meeting in A.M. - Required Attendance
Wednesday	September	8	Schools Open
Friday	October	15	Teachers' Institute (Schools Closed: Not counted as Day of Obligation)*
Wednesday	November	24	Thanksgiving Vacation (Schools close at end of day)
Monday	November	29	Schools Reopen
Thursday	December	23	Christmas Vacation (Schools close at end of day)
Monday	January	3	Schools Reopen
Friday	January	21	Records Day - End of First Semester
Monday	January	24	Second Semester Begins
Friday	March	24	Easter Vacation (Schools close at end of day)
Monday	April	3	Schools Reopen
Tuesday	May	30	Memorial Day (Schools Closed) **
Sunday	June	4	Baccalaureate
Friday	June	9	Last Obligation Day for Teachers
Tuesday	June	13	All Records Due

* This date should be adjusted to coincide with the official date of the Michigan Education Association Teachers' Institute.

** If the official Memorial Day Holiday falls on a Tuesday, this date shall be adjusted and appropriate time in compensation shall be taken from the Easter Vacation.

CHIPPEWA VALLEY SCHOOLS

APPENDIX "B"

SALARY INDEX

1970 - 1972

	(a) B.A. and Cert.	(b) B.A. and Cert. & 15 or 20 Hours	(c) M.A. and Cert.	(d) M.A. and 20 hours & Cert.	(e) 2 M.A.'s or Spec. & Cert.	(f) Ph.D. and Cert.
1.	1.00	1.03	1.07	1.11	1.15	1.20
2.	1.03	1.07	1.11	1.15	1.20	1.27
3.	1.07	1.11	1.16	1.20	1.25	1.35
4.	1.11	1.16	1.23	1.27	1.32	1.43
5.	1.17	1.22	1.31	1.35	1.40	1.51
6.	1.23	1.28	1.39	1.44	1.49	1.59
7.	1.29	1.34	1.48	1.53	1.58	1.68
8.	1.36	1.41	1.57	1.63	1.68	1.78
9.	1.45	1.50	1.68	1.73	1.78	1.89
10.		1.55	1.79	1.84	1.89	1.99
11.			1.90	1.95	2.00	2.10

(a)	B.A. and Cert.	Baccalaureate Degree and Certificate equivalent to Michigan Provisional or Permanent Certificate.
(b)	B.A. and Cert. & 15 or 20 Hours.	All those provisions in Item (a) and 15 additional semester hours during the first year of this contract, and 20 additional semester hours during the second year of this contract.
(c)	M.A. and Cert.	Masters Degree and Certificate equivalent to Michigan Provisional or Permanent Certificate.
(d)	M.A. and 20 hours and Cert.	All those provisions in (c) and 20 additional semester hours earned after the Masters Degree and Certificate have been granted.
(e)	2nd M.A. or Spec. and Cert.	All those provisions in (c) and a second Masters Degree, or a Specialist Degree, earned after the first Masters Degree and Certificate have been granted.
(f)	Ph.D. and Cert.	Doctoral Degree and Certificate equivalent to the Michigan Provisional or Permanent Certificate.

1. All teachers shall have the option of taking their contract on either 21 or 26 pays.
2. Pay days shall be on alternate Fridays.
3. Professional dues shall be deducted from the first pay of each month and insurance premiums (if applicable) shall be deducted from the second pay of each month.
4. High School Counselor's contracts for 43 weeks.
5. Junior High School Counselor's contracts for 42 weeks.

CHIPPEWA VALLEY SCHOOLS

APPENDIX "B"¹

SALARY SCHEDULE

1970 - 1971

	(a) B.A. and Cert.	(b) B.A. and Cert. & 15 hours.	(c) M.A. and Cert.	(d) M.A. and Cert. & 20 hours	(e) 2nd.M.A. or Spec. & Cert.	(f) Ph.D. and Cert.
1.	8000.00	8240.00	8560.00	8880.00	9200.00	9600.00
2.	8240.00	8560.00	8880.00	9200.00	9600.00	10160.00
3.	8560.00	8880.00	9280.00	9600.00	10000.00	10800.00
4.	8880.00	9280.00	9840.00	10160.00	10560.00	11440.00
5.	9360.00	9760.00	10480.00	10800.00	11200.00	12080.00
6.	9840.00	10240.00	11120.00	11520.00	11920.00	12720.00
7.	10320.00	10720.00	11840.00	12240.00	12640.00	13440.00
8.	10880.00	11280.00	12560.00	13040.00	13440.00	14240.00
9.	11600.00	12000.00	13440.00	13840.00	14240.00	15120.00
10.		12400.00	14320.00	14720.00	15120.00	15920.00
11.			15200.00	15600.00	16000.00	16800.00

SALARY SCHEDULE

1971 - 1972

	(a) B.A. and Cert.	(b) B.A. and Cert. & 20 hours.	(c) M. A. and Cert.	(d) M.A. and Cert. & 20 hours	(e) 2nd M.A. or Spec. & Cert.	(f) Ph.D. and Cert.
1.	8550.00	8806.00	9148.00	9490.00	9832.00	10260.00
2.	8806.00	9148.00	9490.00	9832.00	10260.00	10858.00
3.	9148.00	9490.00	9918.00	10260.00	10688.00	11542.00
4.	9490.00	9918.00	10516.00	10858.00	11286.00	12226.00
5.	10004.00	10431.00	11200.00	11542.00	11970.00	12910.00
6.	10516.00	10944.00	11884.00	12312.00	12740.00	13594.00
7.	11030.00	11457.00	12654.00	13082.00	13509.00	14364.00
8.	11628.00	12056.00	13424.00	13936.00	14364.00	15219.00
9.	12398.00	12825.00	14364.00	14792.00	15219.00	16160.00
10.		13252.00	15304.00	15732.00	16160.00	17014.00
11.			16245.00	16672.00	17100.00	17955.00

APPENDIX "B"²

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 Chairmen		
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)	3%	
Class Sponsors		
Seniors	4%	
Juniors	3%	
Sophomores	2%	
Freshmen	2%	
Forensics and Debate	4%	
Yearbook	6%	
Newspaper		
High School	4%	
Junior High School	2%	
Junior High Student Council and Activities	4%	

APPENDIX "B"³1970-72 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 upto and including five years. The Athletic Directors step shall be based upon the number of years in contracted coaching at the secondary level.

	<u>1970-71</u>	<u>1971-72</u>
Athletic Director	14%	15%
Head Football Coach	12%	12%
Assistant Varsity Coaches	8%	9%
Junior Varsity Coaches	8%	9%
Assistant Junior Varsity Coaches	6%	7%
9th Grade Coach	7%	8%
Assistant 9th Grade Coach		6%
Junior High Head Coach	6%	7%
Assistant Junior High Coach	5%	6%
Head Basketball Coach	12%	12%
Junior Varsity Coach	8%	9%
9th Grade Coach	7%	8%
Junior High Basketball Coach	6%	7%
Junior High Assistant Coach	5%	6%
Head Track Coach	9%	9%
Assistant Track Coach	6%	7%
Junior High Track Coach	5%	6%
Assistant Junior High Coach	4%	5%
Cross Country Coach	5%	6%
Head Baseball Coach	9%	9%
Junior Varsity Baseball Coach		7%
9th Grade or Assistant Coach	6%	7%
Head Wrestling Coach	9%	9%
Assistant Wrestling Coach		7%
Golf Coach	6%	7%
Tennis Coach	6%	7%
Girls' Athletics		
G.A.A. (Both Senior & Junior High School)	2%	3%
Basketball	2%	3%
Softball	2%	3%
Cheerleading		
Senior High	4%	5%
Junior High	2%	3%

APPENDIX "B"⁴

DRIVER EDUCATION

1. When not in use, driver education cars will be housed in the bus parking lot.
2. Instruction time shall meet State requirements. There shall be provided thirty (30) hours of classroom instruction, and an average of six (6) hours of behind the wheel time for each student.
3. Student load will be determined by the number of students enrolled in the course.
4. Compensation for instructors for the Summers of 1971 and 1972 shall be on an hourly basis, with a minimum of \$6.50 per hour for classroom instruction and/or \$6.50 per hour for behind the wheel instruction. Instructors shall be responsible to complete all records as required by the District for its records and/or by the State.*
5. Instructors time shall not exceed an average of six (6) hours per work day. In no case will instructors be paid for driving time in excess of six (6) hour average per reimbursible student. Instructors teaching full time in the Summer program will be paid for eight (8) hours of preparation time and two (2) hours of record keeping time. Record keeping, making reports, and other requirements incidental to the Driver Education program shall not be compensated outside the stated allowance.
6. A department chairman shall be selected for driver education and shall be compensated for at \$200.00 per year.
7. Instructors will work in cooperation with the administrator in charge of the program in setting up schedules for class time, driving time, films, special lectures, demonstrations, and all other necessary tasks.

* By mutual agreement of the Board and the Association, Driver Education salaries will be adjusted in the second year of this agreement.

CHIPPEWA VALLEY SCHOOLS

SCHEDULE "C"

Professional Grievance Report

School District _____ Grievance Number _____

School _____ Date of Occurrence _____

Date of Grievance _____

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the Association, or its representative to process this grievance pertaining to the Articles and Sections shown below:

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

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

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 _____

APPENDIX "D"

The tentative beginning and ending times for the school day shall be as follows:

* Kindergarten through Sixth Grade	8:30 A.M. - 3:00 P.M.
Seventh and Eighth Grades	8:10 A.M. - 2:50 P.M.
Ninth, Tenth, Eleventh and Twelfth Grades	8:00 A.M. - 3:00 P.M.

Definite time schedules will be developed jointly in cooperation with the Transportation Department.

* First 10 weeks of school, First Grade	8:30 A.M. - 2:00 P.M.
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ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1970 and shall continue in effect until August 31, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By _____
Its President (1970-71)

By _____
Its Secretary (1970-71)

By _____
Chairman, Negotiation Committee

By _____
Committeeman

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

BY _____
Member

By _____
Member

By _____
Member

By _____
Member

By _____
Member

Dated this _____ day of
_____, 1970.