

A G R E E M E N T

between

CHARLEVOIX PUBLIC SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION OF CHARLEVOIX

September 1, 2008 - August 31, 2011

PREAMBLE

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

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

NORTHERN MICHIGAN EDUCATION ASSOCIATION OF CHARLEVOIX
AGREEMENT

This Agreement entered into this 1st day of September 2008 and ending the 31st day of August 2011, by and between the School District of Charlevoix in the City of Charlevoix, Michigan, hereinafter called the "Board", and the Northern Michigan Education Association of Charlevoix, hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

ARTICLE I
RECOGNITION

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

Charlevoix 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 teacher's organization other than the Northern Michigan Education Association of Charlevoix for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Northern Michigan Education Association of Charlevoix, if the adjustment is consistent with the terms of this agreement provided that the Northern Michigan Education Association of Charlevoix has been given the opportunity to be present at such adjustment.

ARTICLE II ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members have the right to use school building facilities at any reasonable hours for Association meetings, provided the Building Principal or central office has been notified forty-eight (48) hours in advance of the meeting.

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin board space shall be made available to the Association in each building. The Association agrees to reimburse the Board for the actual cost of paper supplies and use of copying machines used for Association business.

- D. The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, 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. It is expressly understood that information contained within an individual's personnel file may only be released by written permission of the individual.
- E. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to make recommendations to the Board with respect to said matters prior to their adoption and/or general publication.
- F. The provisions of this Agreement and the wages, hours, and terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.
- G. No religious or political activities of any teachers or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher provided the same does not occur during the hours of duty. The private and personal life of any teacher shall not be subject to any disciplinary action by the Board or its agents as long as it does not affect his teaching effectiveness.

ARTICLE III
RIGHTS OF THE BOARD

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities and the terms and conditions of employments.
6. To establish reasonable rules and regulations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Agency Fee.

1. Each employee covered by the negotiated Agreement between the Board and the Association shall, as a condition of employment on or before thirty-one (31) days from the date of commencement of duties join the Association or pay a service fee to the Association not to exceed the amount of dues uniformly required of the members of the Association, less any amounts not permitted by the law; provided, however, that the employee may authorize payroll deduction for such fee. If an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's salary and remit same to the Association under the procedure provided below.
2. The procedure in all cases of non-payment of the service fee shall be as follows:
 - (a) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further provide ten (10) days for compliance and

shall advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.

- (b) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board make such deduction pursuant to the opening paragraph above.
- (c) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.

The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof), shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

B. The Association agrees to indemnify and save the school district, its administrators, and the Board including each individual School Board Member harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken or not taken by the employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement, subject to the following conditions:

- (1) The Association, after consultation with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the defense which may be assessed against the Board by a court or tribunal;
- (2) The Association has the right to choose the legal counsel to defend any said suit or action; however, the Board shall be kept informed of the status of such litigation;
- (3) The Association shall have the right to compromise or settle any claim against the Board under this section.

C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation

fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for salary deferrals through the district's 403(b) plan as stipulated in Article XV, M., direct deposit of pay, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board . The Board shall be held harmless for such payroll deductions.
- E. Pursuant to the above, the Board shall deduct 1/10 of such dues or fees from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after commencement of the school year shall be prorated to complete payment by the following June. All such monies shall be promptly remitted to the Association. The Association agrees to promptly advise the Board of all members of the Association in good standing as well as prospective fee payers on September 30, January 15, and March 30.

ARTICLE V TEACHING LOAD AND ASSIGNMENTS

- A. A teacher's working day including lunch period shall be 7 3/4 consecutive hours. A teacher's working day shall start no earlier than 7:30 A.M. and shall end no later than 3:55 P.M. unless mutually agreed upon by the Board and Association. A duty free, uninterrupted lunch period of at least 45 minutes for elementary and middle school teachers and at least 35 minutes for high school teachers shall be scheduled as near the middle of the teacher's working day as possible. On Fridays, teachers may leave after the buses have departed.

All teachers shall be in their classrooms or other areas performing school business during the teacher's working day except during lunch period or relief period. Conference periods may be spent in lounge and/or work facilities available to the teachers.

All teachers shall accept assignment for the supervision of students equally throughout the year during those duty hours, which are not assigned for instruction, conference, lunch or relief; provided that a maximum of four (4) teachers per building may be assigned to supervising students at any given time.

Teachers shall be scheduled for supervision assignment a minimum of 15 days in advance. Teachers may arrange substitutes from amongst faculty members and give notice to the Principal.

- B. Teachers are encouraged to remain for a sufficient period after normal workday to attend to those matters, which properly require attention at that time, including consultations with parents, when scheduled directly with the teacher. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.
- C. Requests may be made to the Building Principal or his designated representative if the Principal is out of the building by a teacher to leave his assigned buildings prior to the time stated above. These requests should be made as early as possible. Listed below are areas, which will be considered of an important nature.
1. Medical appointments.
 2. Dental appointments.
 3. One regularly scheduled Association membership meeting per month, such schedule to be submitted to the Superintendent at the beginning of each semester, and such other Association meetings, which are approved by the Administration.
 4. School connected business.
 5. Emergencies.
- D. The weekly teaching load in the high school will be no more than 25 teaching periods and no less than five unassigned preparation periods. The weekly teaching load in the middle school will be no more than 30 teaching periods and no less than 5 unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal teaching load in the elementary school shall not exceed 25 hours of pupil contact per week.
- E. Elementary teachers will be provided a minimum of one, fifteen-minute, relief period each day during recess with half the teachers of the group at recess supervising students during recess period. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. The building Administrator will work with the various teaching specialists in designing a schedule with comparable blocks of preparation time. When such specialists are absent, the Administration shall make a reasonable effort to secure substitutes for them.
- F. A teacher may be required to attend individual, group or building meetings when called by the Administration during his working day unless excused because a conflict exists with a teacher's other school business, which cannot be postponed. It is recognized that teachers and Administrators should use sound professional judgment with respect to attendance of meetings after the teacher's working day.
- G. If school is closed, due to weather, after the beginning of the teacher workday, all teachers will be free to leave after the students leave.
- H. The provisions of this article pertaining to the working day and teaching load shall be negotiated if it is necessary to do so in order to satisfy state requirements pertaining to

student instruction time and receipt of full state aid. If additional student contact time is added to the total teacher duty day to meet the requirements as provided herein, the salary schedule shall be increased by one-tenth percent (.1%) for each hour of time added per year.

I. Trimesters

1. No changes shall be made in this agreement without mutual consent and participation of the parties. Either party may make a demand to bargain during the term of this contract. However, such demands shall be under the same rules and practices as would apply to other area of this agreement.
2. If a determination is made through the District Steering Committee (School Improvement) process to discontinue trimesters, the high school schedule shall revert to the previous modified 8 block semester based schedule unless and until the process is repeated and a successful schedule is agreed upon by the parties for the following school year.
3. Current contract language regarding working conditions shall remain in effect unless specifically changed by negotiations and ratified by the Board and Union.
4. The Board recognizes the importance of limiting the number of preps assigned to each teacher and shall not assign more than (3) preps per trimester to any individual teacher. However, in the interest of maintaining full employment, it may be necessary to assign more than three (3) in certain circumstances. A teacher's schedule shall include one conference period per day in equal duration to the length of the classes.
5. The following shall apply for teachers who have a split assignment between buildings:
 - a. The teacher shall have approximately twenty (20) minutes travel time period allotted for travel between buildings.
 - b. In order to avoid disruptions with changing schedules, whenever possible, the teacher shall not be assigned a high school seminar or middle school home room.
 - c. The teacher shall have planning time equal to the planning time in the building in which they spend most of their time.

ARTICLE VI TEACHING CONDITIONS

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

- A. The Board agrees in so far as possible to make available in each school adequate computers, copying and technology to aid teachers in the preparation of instructional material.
- B. In so far as possible the Board shall provide:
 - 1. A separate desk for each teacher in the district with lockable drawer space.
 - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
 - 3. Adequate space in each room.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach as well as other supplementary materials used for each course.
 - 5. Adequate storage space in each classroom for instructional materials.
 - 6. Adequate attendance books, computer programs, projectors, paper, pencils, pens, erasers and other material required in daily teaching responsibility.
- C. The Board shall work to make available in each school adequate restroom and lavatory facilities exclusively for adult use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.. It is understood that Charlevoix Schools are smoke free campuses.
- D. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that an ideal class size should not exceed 25 pupils in the upper elementary and middle schools, and 21 pupils in grades K-3, and the Board agrees to continue working toward this goal. The maximum student load in the secondary school will meet North Central requirements. The ratio of pupils to teachers and other professional staff members of the school shall not exceed 24 to 1. Only a staff member's time actually devoted to teaching duties in the high school may be counted in determining the pupil-teacher ratio.

- E. In order to maintain the most effective and nurturing learning environment possible for special education students, special education class sizes must follow state laws.

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed prior to July 1st by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate.
- B. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance. Upon request the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- C. Unless deemed necessary by the Administration no full-time teacher serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate.
- D. Persons with less than a bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day basis and for no more than 90 days per school year.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance, along with a written statement of reasons for such assignment.
- F. All teachers shall be given written notice of their tentative teaching assignment for the forthcoming year no later than the last day of the school year. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. No changes in teachers' teaching assignments will be made later than the 1st day of August preceding the commencement of the school year, unless an emergency/unanticipated situation requires same or it becomes necessary to comply with other articles of this Agreement. The Association shall be notified in each instance.
- G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

Preference in making such assignments will be given to teachers regularly employed in the district.

At the secondary level teaching assignments in instrumental music carry an obligation to conduct the co-curricular activities associated with the assignment which are specified in Appendix D. The acceptance of this obligation is inherent in the acceptance of the regular class assignment.

- H. Any teacher who is required to teach in more than one building in the course of their normal working day and loses conference or lunchtime or adds additional teaching time to their workload shall be compensated. All such time shall be compensated at the hourly rate of twenty-five dollars per hour as provided in Article XV(C).

ARTICLE VIII VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, with the best candidate available. Whenever a vacancy arises, the superintendent shall post notice of same for no less than 10 working days before the position is filled and notify the Association. The Board reserves the right to post vacancies internally and externally simultaneously. Upon mutual agreement the ten (10) day posting requirement can be reduced. All applicants for the position presently employed by the school district shall be given an interview before any external candidates are interviewed for the vacancy, which shall be filled on a combination of the following: seniority, experience, competency, and qualifications of the applicant as determined by the Board. Upon request, an internal candidate denied the vacancy shall be afforded the opportunity to meet with the vacant position supervisor for explanation.
- C. Any teacher who shall be transferred to the supervisory or executive position and shall later return to the teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status. The Administrator or supervisor shall be given credit on the salary schedule while serving as an administrator or supervisor if they return as a classroom teacher in the school system.

ARTICLE IX ILLNESS, DISABILITY AND PERSONAL BUSINESS

- A. At the beginning of each school year each teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or illness of an immediate family member. The unused portion of such allowance shall accumulate in the teacher's sick bank to a maximum of 180 days. A teacher who is hired after the beginning of the school year shall be credited on a pro-rated basis. Teachers shall be allowed to utilize ten (10) family illness leave days per year out of their allotment that can be used for illness in the immediate family as defined under section E below. In the case of serious surgery, terminal illness etc. for parents, children, or other close family members, the Administration could grant approval for additional use of the teacher's sick days.
- B. No teacher, absent from school due to illness or personal leave, shall have time charged against his accumulated sick leave when school is closed on the day of absence.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher.
- D. Each teacher may use three (3) days per year to transact personal business. (In the 2010-2011 school year this increases to four (4) personal business days.) Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. Applications for such leave shall be filed with the principal as far in advance as practicable and at least 24 hours prior to the date of the expected absence, except in case of an emergency. Not more than eight (8) teachers may be absent for personal business on any one day, unless substitute teachers are available, or in cases of emergency. Personal business days may not be used on the workday preceding or succeeding a vacation, holiday or other school recess. Unused personal business days will be added to the teacher's sick day accumulation.
- E. A teacher shall be granted up to five (5) days of uncharged leave with pay when death occurs in his or her immediate family. The Superintendent may approve additional leave days to be deducted from personal or sick days. Immediate family would include spouse, parents, grandparents, children, grandchildren, other close family members or members of the teacher's household not otherwise listed as well as the same members of the spouse's family. Additionally, no more than ten (10) teachers shall be granted up to one (1) day of uncharged leave to attend the funeral of a fellow teaching staff member. Additional teachers may be released for such purpose at the discretion of the Administration. If a member of a teacher's family passes away, up to five (5) teachers may be allowed to use one (1) uncharged day to attend the funeral as representatives of the school district.
- F. A teacher called for jury duty or to give testimony pertaining to the district or to the teacher's employment with same before any Judicial or Administrative tribunal or in arbitration, negotiations, mediation, or fact-finding proceedings shall be compensated

for the difference in the individual teacher's pay and the pay received for the performance of such obligations.

- G. Officers or designated agents of the Association shall be granted leave to attend meetings sponsored by state or national Associations outside the district or to represent the Association at arbitration proceedings. The Association agrees to notify the Superintendent no later than forty-eight (48) hours before the intended use of said leave. No more than six (6) teachers shall be absent on any given day for said purpose without the agreement of the Administration. The total days used during the school year shall not exceed fifteen (15).
- H. A sick bank for Bargaining Unit Members facing personal long term illness or for the long term illness or death of an immediate family member will be established. Donations may be made at the beginning of each semester, except in case of emergency.

A committee comprised of three Association-appointed members and three Administration-appointed members will be established for the purpose of reviewing and approving requests to borrow from the sick bank.

Bargaining Unit Members who have a reason to believe he will exhaust his personal sick bank must submit a written request to the committee to borrow sick days from the district sick bank. Usage of the district sick bank days will not begin until all of the employee's personal sick bank days are exhausted. Requested days may not exceed the number of days remaining in the current school year.

Bargaining Unit Members must repay the sick bank three days per year until the borrowed days are repaid.

Bargaining Unit Members who leave employment with the district must repay any outstanding sick days with days in their personal sick bank prior to their last day of work. The committee may modify the repayment schedule in special circumstances.

- I. A teacher on paid or unpaid medical leave for more than five consecutive working days shall be entitled to return to service with the Charlevoix Public Schools upon expiration of the leave upon certification of fitness for duty by a physician. The Board may require certification of fitness for duty from a physician selected by the Board at Board expense.

ARTICLE X UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, the Peace Corps,

teacher's cultural travel or work program related to his professional responsibilities, provided said teacher states his intention to return to the school system.

- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff
- D. A leave of absence of not less than one (1) year nor more than four (4) years may be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office provided, however, that a leave of absence shall not be granted for the purpose of serving as a member of the Michigan Legislature.
- E. The Board may grant a leave of absence without pay for the purpose of working on an advanced degree, pursuing special studies or participating in community educational projects.
- F. A leave of absence without pay shall be granted for one (1) year, renewable upon application, to any teacher for the purpose of maternity or adoption. A request in case of adoption shall be filed upon notification that the child will be placed for adoption
- G. Upon the return from leave as approved by the Board under this article, a teacher shall be returned to the same or similar position, if existing, as the position that was left originally. If such a position does not exist, the teacher shall be returned to a similar position, as close to the original one as reasonably possible.
- H. Bargaining Unit Members on unpaid leave, excepting military leave, shall not earn credit towards district seniority for purposes of salary.

ARTICLE XI PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with all rules, regulations, directives and policies adopted from time to time by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. Provided, however, that no action shall be taken against any teacher for failure to comply with any Board policy which is not part of the current Teacher's Handbook which shall have been distributed to all teachers and updated as necessary.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms

of such Code of Ethics of the Education Profession, copy of which is attached hereto and made a part, by reference, of this Agreement.

- C. No teacher shall be disciplined without just and reasonable cause. 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. The Association agrees to provide such representative within a reasonable length of time. This section does not apply to the nonrenewal of a probationary teacher pursuant to the Michigan Teachers Tenure Act.
- D. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher. Nothing contained in this paragraph shall deny or abrogate any rights of the Board under existing laws of this state.
- E. A system of progressive and corrective discipline shall be applied to all Bargaining Unit Members in the district unless unusual circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to and including discharge.
 - 1. verbal warning
 - 2. written warning
 - 3. written reprimand
 - 4. suspension with pay
 - 5. suspension without pay
 - 6. discharge

ARTICLE XII PROFESSIONAL IMPROVEMENT

- A. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- B. Upon request by a teacher and if recommended by the Superintendent, a teacher may attend selected professional conferences and Michigan Department of Education curriculum committee meetings with expenses to be reimbursed in accordance with Board

policy. Teachers attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

- C. Reimbursements shall be made to teachers for tuition for each undergraduate or graduate course taken beyond the hours required for obtaining a professional certificate; however, such courses shall be approved by the Superintendent. Maximum reimbursement shall be six (6) semester hours per fiscal year.
- D. Professional employees are encouraged to attend at least one mutually agreed upon conference per school year with all expenses paid. The appropriateness of the requested conference shall be mutually agreed upon between the teacher and the building Administrator. All teachers in the Bargaining Unit shall be treated as equally as possible regarding conference expenditures.

ARTICLE XIII REDUCTIONS IN PERSONNEL

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board agrees it will take no action to discontinue recognition of the Association and will use its best efforts to assure the continued employment of its members.
- C. In the event of a necessary reduction in the number of teachers employed by the Board, a reduction of personnel will be made according to the following:
 - 1. Seniority for the purposes of this reduction shall be defined as non-terminated years of employment in the school district in positions that require teacher certification. Leaves of absence shall not be considered terminations, however, time spent on unpaid leaves shall not count toward seniority.
 - 2. Prior to reduction of any teachers, a seniority list of all teachers shall be prepared by the Board and presented to the Association. The Association will acknowledge receipt of the seniority list in writing within ten calendar days. The Association will then have an additional ten (10) calendar days to inform the Board of any disagreement with the list. If the Association does not inform the School Board in writing of any disagreement with the list within ten (10) calendar days, the list shall conclusively and irrefutably be deemed to be accurate for the purposes of the reduction in question.
 - 3. Any teacher(s) displaced by a reduction has/have the right to bump the least senior teacher occupying an assignment for which the more senior displaced teacher is certified and qualified. Teachers shall be laid off on the basis of

seniority, unless the senior teacher is not certified or qualified for the position.

4. Any teacher bumping or reassigned to a new position or subject area will be given a one school year delay on their evaluation in the new position or subject area. A formal, written observation may take place. This does not apply to non-tenured teachers.
 5. The order of layoff and recall will first be according to certification and qualification and then according to seniority. Any teacher on lay off shall be recalled in inverse order of lay off provided he is certified for the vacancy. After three years on layoff, the teacher's right to recall expires and the employee is terminated.
 6. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position that the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
 7. If further reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
- D. If a position exists within the school district for which the laid off teacher with the most seniority is certified and qualified, the teacher shall be notified by certified mail. Within five (5) calendar days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing and the failure to do so shall constitute the teacher's resignation from employment, unless 1) the teacher is under contract with another public school district for the school year he is being recalled or 2) the teacher was full-time at the time of his layoff and the recall is to a less than full-time position. If more than one teacher has the same day of hire, then the order of seniority will be determined by drawing lot. The Association and the Administration will jointly administer the drawing. No new staff member shall be hired until all certified and qualified staff laid off in accordance with this article have been offered an opportunity in writing to return to active employment. It is the teacher's responsibility to keep his address current with the Administration.
- E. All provisions of a teacher's individual contract of employment including salary payments shall terminate 45 calendar days following receipt by the teacher of notification by certified mail of lay off. The teacher may be required to continue to work in order to receive salary during the 45 days at the option of the Board; however, this option shall be applied equally to all teachers laid off during any 45-day period. It is understood that layoffs shall not occur during the school year until such conditions shall be discussed with the Association before a decision is made to lay off during the school

year. The Association shall notify the Superintendent of Schools immediately when any of their members have hearsay information about a possible lay off.

ARTICLE XIV CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section I of the Public Employment Relations Act.
- B. The Board and Teachers agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XV PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. The Board of Education may grant a teacher new to the system credit for experience teaching in other public schools, community colleges, business schools, colleges and universities, parochial schools, or other institutions as determined by the Board of Education. Upon being granted a tenure contract, a teacher shall receive full credit on the salary schedule for full or half years of experience in the above-mentioned institutions. Vocational teachers whose certificate requires work experience shall, upon being granted a tenure contract, be given credit for full or half years of said work experience.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement. If the employment of teachers in excess of the regular school calendar or the normal working load becomes necessary, compensation shall be set by mutual agreement between the Association and the Board. Whenever a teacher is requested by the Administration to substitute for another teacher during the conference period, the teacher who performs the substitution shall be paid \$25.00 per hour. Such substitution shall be voluntary except in case of an emergency. A teacher shall not be required to perform such substitution if another teacher volunteers to do it.

- D. Teachers involved in extra duty assignments set forth in Appendix D, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.
- E. Teachers who qualify for the next higher track on the salary schedule shall be placed on the next higher track effective at the beginning of their contract providing the proof of completion of requirements is received in the Central Office by the fourth Friday after Labor Day. When proof of completion is received after the fourth Friday, teachers shall be placed on schedule the Monday following receipt of proof.
- F. All teachers shall be compensated in accordance with the provisions of this article.
- G. Hereinafter, one half year of experience shall be defined as the completion of the teaching responsibilities of a full time teacher for one semester or one half of the normal classroom responsibilities for two semesters. Teachers may accumulate equivalent fractions of teaching assignments toward a one half year of experience.
- H. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- I. When a regular payday occurs during a vacation, which begins within the two days preceding the payday, paychecks shall be available by noon of the last school day prior to the vacation.
- J. Beginning with the 1984-85 school year, teachers assigned to less than a full-time position shall receive pro-rated benefits, salary, and seniority in relation to the percentage of the day they work. Teachers who have worked in the school system on a part-time basis prior to the 1984-85 school year will continue to receive a percentage no less than what was paid during the 1983-84 school year. However, any teachers who go from part-time to full-time employment with the system and then return to a part-time status in the future will receive pro-rated benefits, salary, and seniority.
- K. Benefits shall be pursuant to the rules of the Michigan Public School Retirement System. All Bargaining Unit Members shall automatically become members of the Retirement System. Additionally, upon retirement, resignation, or other termination of employment, other than termination for cause, with a minimum of 12 years accumulated service in the Charlevoix School System half of a member's accumulated sick days earned *before* September 1, 2009, upon retirement, shall be compensated at the rate of their final rate of per diem salary. Maximum accumulated days shall be 180 days. One fourth (1/4) of the member's accumulated sick days earned *after* September 1, 2009, upon retirement, shall be compensated at the rate of their final rate of per diem salary. Maximum accumulated days shall be 180 days using a combination of the above benefit.

Beginning 2010, based on the twelve (12) sick day leave allowance credited in 2009-2010, employees who begin a given school year with accumulated sick days from the previous year will receive additional compensation of their current year's salary step according to the following formula: Number of days at the end of the previous school year X 1/100 of 1% of current year's salary for each accumulated sick day.

L. EARLY RETIREMENT INCENTIVE AND UNIVERSAL BUY-IN CREDIT

1. For the Association Members who opt for early retirement by June 30, 2010 and are eligible to receive benefits through MPSERS, the Board agrees to provide up to a three year generic buy-in as provided below. In addition, the retiree will receive at retirement a cash stipend as provided below.

The employee will receive the universal buy-in billing and furnish it to the Board. Such purchase of service credit will be sent directly by the district to MPSERS on behalf of the qualified retiree member. The Board will give the employee a 1099 at the end of the calendar year in which the purchase was made.

2. To qualify for early retirement incentive, the Association Member must have twelve years of cumulative service as a teacher in the Charlevoix Schools and at least twenty-five (25) years of service credit. The association member must present his letter of intent to retire no later than March 15 of the year retiring.
3. A maximum of five teachers may participate in the early retirement incentive provision each year. Selection is to be based upon total years accumulated in the State Retirement System (MPSERS).
4. Any qualified teacher denied the opportunity to participate in early retirement due to the five-teacher limit will automatically be placed in the appropriate position on the seniority list for the following year. The Board reserves the right to increase the five (5) teacher limit if the Board determines circumstances justify doing so.
5. A teacher, who is qualified to retire and is among the top five qualifying candidates for early retirement, may exchange places on the seniority list with the next qualified teacher candidate not among the top five candidates.

6. Chart

<u>Years OF CREDITED SERVICE</u>	<u>Universal Service Credit</u>	<u>Early Retirement Incentive</u>
25	3 years	\$3,000

26	3years	\$1,500
27	3 years	\$1000
28	2 years	\$500
29	1 year	\$250
30	0	\$0

WINDOW PERIOD: FOR THE 2004-05 YEAR ONLY, TEACHERS WHO SUBMIT THEIR LETTER OF INTENT TO RETIRE AND WHO QUALIFY AS PROVIDED ABOVE SHALL BE ENTITLED TO RECEIVE THE FULL (25 YEARS OF CREDITED SERVICE) SERVICE CREDIT AND ERI AMOUNTS. IF A MINIMUM OF FIVE (5) MEMBERS SUBMIT THEIR LETTER OF INTENT TO RETIRE UNDER THIS PROVISION BY MARCH 15, 2005, THE YEARS OF UNIVERSAL SERVICE CREDIT TO BE PROVIDED ABOVE WILL BE INCREASED TO FOUR (4) YEARS OF UNIVERSAL SERVICE CREDIT. THIS INCREASE SHALL NOT BE AVAILABLE FOR 2005-2006, NOR SHALL THIS INCREASE BE CONSIDERED AS BEING PRECEDENT SETTING.

7. For purposes of this article "retirement" shall mean severance of active employment with the district.
8. The Board shall publish, by the 1st Friday of each school year, a teacher seniority list based upon the number of years of service credit as determined through MPSERS. This list shall be clearly posted in the lounges of each school. Teachers are responsible for providing the Board with current information on their years of service in the State Retirement System.

The Early Retirement Incentive Offer expires June 30, 2010.

Failure to turn in years of service credit by May 1 of the year of retirement will disqualify the teacher from the early retirement incentive and universal buy-in program, unless member has applied to MPSERS prior to March 15 and has not received said information by the above date.

- M. CONTRIBUTORY ANNUITY PLAN The Board and Association recognize the importance of each teacher pursuing an active savings program to provide for a safe retirement plan. Therefore the Board agrees to establish a qualified, tax sheltered annuity or custodial account plan for the exclusive benefit of all Bargaining Unit employees of Charlevoix Public Schools and their beneficiaries. The plan shall be effective January 1, 2009. The Board agrees to match 100% of the employee's first 2% of deferral of their gross salary as determined by the teacher's position on the salary schedule. For teachers participating in one of the flexible spending account options, this percentage shall be 1.8%. Employer contributions shall be made as of the A) first pay in November, B) first pay in March, or C) first pay in June. The Board and the Association shall concur on the investment vehicles to be included in the plan. The Board reserves

the right to designate a person other than the employer as the Administrator. At a minimum, MEA Financial Services shall be offered as an investment vehicle.

N. Senior Teacher Compensation

For a teacher to be placed on the senior teacher salary schedule, the following conditions must be met:

1. Completion of twelve (12) years of teaching service in Charlevoix Public Schools (Excluding years of unpaid leave.
2. The teacher must be at a minimum on the 20th step of the appropriate salary column as set forth in the salary schedules of the Master Agreement.
3. The teacher must submit a written application for placement on the senior teacher step to the school district not later than August 15th of any given school year unless approval for later application is given by the Board.
4. Should the teacher subsequently decide not to retire, application for release from the Agreement must be made to the Board in writing. The teacher shall be required to repay the total amount of senior teacher step monies previously paid to them with interest at the current market rates of the district's current interest bearing account. The individual requesting release shall have the option of repaying the district in full within thirty (30) days of the request or agreeing to have their present year salary reduced by the appropriate amount.
5. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS) upon completion of the appropriate time period.
6. The individual must be a full-time employee.
7. A teacher who satisfies the requirements to be placed on the senior teacher step, as set forth above, shall be eligible for a payment on the following schedule: Two (2) years at \$5,000 per year or three (3) years at \$4,000 per year.

The appropriate amount will be added to the teacher's salary for those years.

8. Prior to acceptance of the senior teacher provision, the teacher must agree to perform approximately no less than sixty (60) and no more than eighty (80) hours per year of various duties in addition to their normal teaching day. A list of acceptable duties will be mutually agreed upon by the teacher, the Association and the Superintendent or his designee. It shall be the responsibility of the teacher to document hours spent performing said duties.

ARTICLE XVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- C. Suspensions of students from school may be imposed only by a Principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or administrative regulations, the Board of Education and their designated representatives will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher has not violated any published Board policy or any published administrative regulations.
- F. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.
- G. No action shall be taken upon any complaint by a parent of a student or any other person(s) directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing including the identity of the complainant(s), along with full details of the complaint to the teacher concerned. If any question of breach of professional ethics is involved, the Association

shall be notified. After an investigation by the Administration should the complaint(s) be determined to be without merit, no written record of such complaint will be placed in the personnel file.

ARTICLE XVII PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or misapplication of any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The term "days" as used herein shall mean days in which school is in session. During summer months "days" shall mean Monday through Friday.
- C. A teacher believing there is a basis for a grievance shall as early as possible but at least within ten (10) days of its alleged occurrence discuss the alleged grievance with his building Principal either personally or accompanied by an Association representative in an attempt to resolve the problem. Days when the Principal is not available in the building shall be added to the above number of days. If the grievance involves more than one school building or if the grievance is based on the Superintendent's action or Board action, the grievance may be filed with the Superintendent or his designee. If no resolution is obtained within ten (10) days of the initial discussion, the teacher shall reduce the grievance to writing and file the same with the Principal no later than fifteen (15) days after the discussion. The Principal shall render a decision in writing and transmit the same to the grievant and the Association within ten (10) days of receipt.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of the contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations herein set forth.

- E. If the decision of the Principal is not satisfactory to the grievant, the teacher shall file within ten (10) days of receipt of the Principal's disposition a copy of the written grievance with the Superintendent. Within ten (10) days of receipt of the grievance, the Superintendent or his designee shall arrange a meeting with the grievant and/or the Association representative. Within ten (10) days of the discussion the Superintendent

or his designee shall indicate his disposition in writing to the grievant and furnish a copy to the Association.

- F. If the decision is unsatisfactory to the grievant and the Association, the grievant may appeal the grievance to the Board of Education by filing a copy of the grievance along with the decision of the Superintendent with the secretary or other designee of the Board within ten (10) days of receipt of the Superintendent's disposition. The Board, no later than its next regular meeting or within ten (10) days, whichever shall be later, shall meet with the grievant and Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days from the meeting and a copy given to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board and the Association intends to submit the matter to arbitration, the Association will notify the Board of such intention within ten (10) days of receipt of the Board's disposition. If the parties cannot agree upon an impartial arbitrator within ten (10) days from the notification date that arbitration will be pursued, the Association shall, within ten (10) days from the date that the Board is notified the Association will seek arbitration, demand arbitration through the American Arbitration Association in writing in accord with its rules which shall likewise govern the selection of the arbitrator. Neither party may raise a new defense or ground at the Arbitration having not previously raised or disclosed. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, and lawful decision of the arbitrator shall be forthwith placed into effect.
- H. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board when not in violation of this contract.
 - c. He shall have no power to interpret state or federal law.
- I. The content of an evaluation report shall not be grievable.
- J. The fees and expenses of the Arbitrator shall be shared equally by the parties.
- K. 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 parties shall use their best efforts to process such grievance prior to the end of the

school term or as soon thereafter as possible. Should the Board or Administration fail to timely present a disposition, the grievance shall be deemed denied and the Association may timely proceed to the next step of the grievance procedure.

- L. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- M. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the first occurrence or nonoccurrence of the event upon which the grievance is based.

ARTICLE XVIII NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated, between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At a reasonable time, but not later than March 1, of the year in which this Agreement expires, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year(s).
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or Bargaining Representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XIX STUDY COMMITTEE

- A. There is hereby established a permanent "Professional Study Committee" composed of six (6) members, three (3) of whom shall be teachers selected by the Association, and three (3) of whom shall be appointed by the Board.

- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
- E. Subject of study by subcommittees shall include but not be limited to:
 - 1. Discipline policy
 - 2. Evaluation of teachers
 - 3. Development of curriculum
 - 4. In-service training

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

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

ARTICLE XX TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. A teacher's performance shall be rated as either satisfactory or unsatisfactory for each of the enumerated criteria in the evaluation instrument, which are observed during the observation periods. The current evaluation instrument will be used until a new district wide instrument is agreed upon by the Administration and the Association.
- B. Written evaluation reports shall be prepared by the teacher's building Principal or another Principal or Superintendent of this district. Each written evaluation report shall be preceded by a formal classroom observation conducted openly and in view of the teacher or other arrangements agreed upon by the teacher and building representative. The written evaluation report shall be given to the teacher within ten (10) working days of the last formal classroom observation upon which the evaluation is based. Any anecdotal information compiled during the above required formal classroom observation and not referred to in the written evaluation report shall be destroyed at the end of the evaluation period.

- C. By November 15, each probationary teacher will be provided with an Individualized Development Plan (IDP) developed by the building Principal in consultation with the individual teacher; and

The teacher will be provided with at least an annual year-end performance evaluation by May 1st of each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the building Principal. The building Principal may perform an evaluation more often if warranted, or if requested by the teacher; and

The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his IDP along with the completed written evaluation.

- D. Tenured teachers will be provided with a performance evaluation at least once every three (3) years prior to February 1st. The building Principal may perform an evaluation more often if warranted, or if requested by the teacher; and

If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an IDP developed by the building Principal in consultation with the individual teacher.

The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon between the teacher and the building Principal. If the teacher has an IDP, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of the IDP.

- E. Steps for conducting evaluation reports:

1. An evaluation period is completed upon the presentation of two written, dated, signed copies of the report to the teacher by an evaluator.
2. A conference shall be held at the time the teacher is presented with the evaluation report. The obligation to hold this conference shall be mutually shared by the teacher and evaluator.
3. The teacher shall return one copy of the evaluation report to the evaluator accompanied by a signature, which acknowledges receipt of the evaluation. This signature shall not be interpreted as agreement with the evaluators' comments.
4. In the event that the teacher feels the evaluation report was incomplete or incorrect, he may put his objections or comments in writing within 10 working

days after the conference and have them attached to the evaluation report and have them placed in his personnel file.

F. No later than April 15th of each probationary year, a final written recommendation report which shall include all written evaluation reports and any comments attached thereto by the teacher will be furnished to the Board through the Superintendent covering each probationary teacher. A copy of this recommendation report shall be furnished to the teacher. If this recommendation 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 Board through the Superintendent.

G. Each teacher shall have the right to review the contents of his own personnel file. A representative of the Association, at the request of the teacher, may accompany the teacher in this review. Unauthorized removal or destruction of material contained in this file shall be grounds for discipline up to and including dismissal.

Should a freedom of information act (FOIA) request be made for any material, including evaluation reports, contained within a teacher's personnel file by any person or entity other than the teacher or the Association, the Board will take the maximum time allowed by the FOIA to comply with the request. The purpose of this is to allow the teacher the opportunity to review the material and determine if legal action is warranted on his part.

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

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

I. An Administrator shall not be precluded by any provision contained herein from informally documenting and evaluating the performance or activities of any teacher, provided that a teacher shall be informed within 10 working days of the occurrence of any anecdotal information included in his personnel file which reflects negatively on the teacher's performance.

J. The content of an evaluation report shall not be grievable.

ARTICLE XXI SCHOOL IMPROVEMENT AND SITE BASED MANAGEMENT

The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District through participation in the processes of school

improvement and site-based decision-making. It is recognized that such participation promotes professional improvement and should be considered part of the professional responsibilities of each teacher. The parties hereby express their mutual desire that teachers will participate in such activities consistent with the professional objectives specified.

1. Committee participation by the employee is voluntary. Compensation is provided in accordance with the District leadership positions listed in Appendix D.
2. Non-participation shall not be used as criteria for evaluation, discharge or discipline.
3. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XXII MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in the written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Board of Education or the Superintendent acting as its representative may require a physical or psychiatric examination of a teacher. The Board of Education or the Superintendent shall determine the physician or psychiatrist to be employed and shall pay the full expenses of the required examination. In addition teachers who are required to submit to an examination under the terms of this provision shall be allowed released time for the examination and shall be reimbursed for mileage and other incurred expenses in accordance with the current board policy.

- F. Copies of this Agreement shall be reproduced at the expense of the Board and electronically distributed to all teachers employed by the Board.
- G. The Board and the Association agree that Association members who presently live outside the Charlevoix Public School District may enroll their children in the Charlevoix Public Schools.
- H. Scheduled days or hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at mutually agreed upon time by the Board and the Association so the District is in compliance with the hours of student instruction necessary to meet state mandates, as referenced under Article V, Section H. Teachers will receive their regular pay for days, which are canceled, but shall work on any rescheduled days/hours with no additional compensation.
- I. The parties agree to continue discussion regarding the possibility of adding time to the school day in exchange for a reduction of an equal number of student/teacher days as pro-rated. This may involve changes in the manner in which Professional Development Days are scheduled and conducted. The parties will mutually agree to such changes if this change in calendar is implemented.

ARTICLE XXIII LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge least restrictive environment main streaming special education students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "Mainstreamed Students."

- A. If any teacher, in writing, advises the Administration and reasonably believes that a Mainstreamed student assigned to the teacher has a current IEPC report that is not meeting the student's unique needs as required by law, the Administration shall call a case study meeting which shall include the teacher.
- B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the Administration will strive to equalize Mainstreamed students across general education grade levels within each elementary location and across course sections within the middle and senior high school. This section will not apply if the teacher volunteers to take additional Mainstreamed students. In such situations, the Administration will reduce class size by an equivalent number of students. Such changes shall be made at the next available natural break in the schedule. (such as marking period, semester break, or vacation, etc), taking into account the needs of all students involved.

C. In general education classrooms:

1. Any teacher who will be providing instructional or other services to a Mainstreamed student in a regular education class shall be invited to participate in the student's IEPC. If the teacher is not identified prior to the IEPC, a meeting will be convened with the teacher to review the IEPC. Such a meeting will be arranged in consultation with the teacher as soon as possible.
2. The Mainstreamed student's placement shall be determined to the extent permissible by law and through the IEPC in such a way to minimize any negative impact on the classroom.
3. The Administration shall provide, upon the teacher's request, prior to such placement whenever possible, in-service training on instruction and behavioral management of such Mainstreamed students. Similar awareness programs may be provided for classmates upon the teacher's request. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred. If such training is not readily or reasonably available, the Administration and the Association will meet with the affected teacher(s) to discuss possible alternatives.

D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals With Disabilities Education Act, those functions shall be performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. Except in life threatening or extenuating circumstances, and/or unless the teacher volunteers, teachers shall not be required to perform medical, hygienic, or other non-instructional specialized medical procedures for or on Mainstreamed students.

This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

The Board shall indemnify and hold harmless, any teacher who provides such specialized services from liability for the performance of such service to the extent permitted by law provided the teacher's actions were reasonable.

ARTICLE XXIV:
MENTOR TEACHER

A. Bargaining Unit Mentor Teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to teachers defined in MSA 15.41526 by the employer according to the following guidelines:

1. Such mentor teachers shall be experienced tenure teachers.
2. A Bargaining Unit Mentor Teacher shall serve on a voluntary basis and shall work with mentees from a related area of expertise, responsibility or experience.
3. A Bargaining Unit Mentor Teacher may have released time as approved by his Principal to use to observe or otherwise be available to the mentee assigned.
4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a mentee. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the mentee assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
5. The mentor teacher shall assist the mentee in planning with the Administration fifteen (15) days of professional development within the first three (3) years of employment of the mentee.

Such professional development may include the experiencing of effective practices linked in university professional development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.

6. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The mentee involved shall have input into this process.
7. A. Upon request, the Administration and the Association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) professional development leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of mentees. Mentor professional development would depend upon the availability of funds as determined by the Board.

B. Mentor teachers shall be paid at the following percentage of BA base rate:

1st year of mentee	1%
2nd year of mentee	.75%
3rd year of mentee	.5%

ARTICLE XXV
INTERNET ACCEPTABLE USE

- A. To provide an intellectual atmosphere that includes access to the Internet, the parties believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.
- B. Whereas the parties recognize the educational value of Internet access at school using district equipment, they hereby agree to the following:
1. The parties seek to educate young people in the use of the Internet as an assertive device to support student learning and achievement.
 2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
 3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.
 4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority):
 - A. Support of the academic program
 - B. Telecommunications
 - C. General information
 - D. Recreation
 5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
 6. The District reserves the rights to any material stored in files that are generally accessible to others and will remove any material that the District believes to be unlawful, obscene, pornographic, or abusive. Staff members will not use their District-approved computer account to obtain, view, download, or otherwise gain access to such material. Misuse of this privilege may result in discipline as provided under article XI, including revocation of Internet use privileges.

7. All information services and features contained on District or network resources are intended for the personal and school-related use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes is expressly forbidden.
8. Allowing the use of an account by someone other than the registered account holder is forbidden.
9. The District and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
10. Consistent with Article XX (B), the use of electronic means, including e-mail and Internet usage, for purposes of evaluation of staff shall be strictly prohibited.
11. In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the District network and its operators and Administration from any and all claims of any nature arising from use or inability to use the district and/or network resources.

ARTICLE XXVI – ESEA REQUIREMENTS FOR HIGHLY QUALIFIED TEACHERS

- A. A teacher hired before the first student attendance day of the 2004-05 school year who is required by the ESEA to be “highly qualified” (as defined by the ESEA and the Michigan Department of Education) for his teaching assignment and is not “highly qualified” for his teaching assignment shall, by the end of the 2005-06 school year, have elected and satisfied one of the options below for becoming “highly qualified”:
 1. For elementary teachers:
 - a. Passage of the Michigan Test for Teacher Certification (MTTC) general elementary examination and the examination for any subject area for which the teacher is endorsed and is teaching in grades 6-8. Individuals who hold the old K-8 “all subjects” designation on their elementary teaching certificate may elect to take and pass the MTTC subject area examination for each subject that he is assigned to teach in grades 6-8 if they do not hold a major in the subject, OR

- b. A graduate degree or coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching, OR
 - c. Achieve National Board Certification or credentialing in any subjects(s) at an appropriate developmental level(s), OR
 - d. As documented by the District's School Improvement Team, have:
 - (1) at least three (3) years of teaching experience at the elementary level and
 - (2) have completed, since the issuance of the Provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based State Board of Education (SBE) approved endorsement program or a master's or higher degree in an area appropriate for elementary education, OR
 - e. As documented by the District's School Improvement Team, have:
 - (1) at least three (3) years of teaching experience and,
 - (2) before the end of the 2005-06 school year, have completed an individual professional development plan approved by the District's School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
 - f. As documented by the District's School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. (The performance assessment shall be conducted by the District's School Improvement Team and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)
2. For middle school and other secondary teachers:

- a. Passage of the MTTC subject area examination for any subject area assignment (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is teaching in grades 7-12. Individuals who hold the old 7-8 “all subjects” designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), OR
- b. A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field, OR
- c. Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he teaches, OR
- d. As documented by the District’s School Improvement Team, have:
 - (1) At least 3 years of teaching experience at the secondary level and
 - (2) have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master’s or higher degree in an area appropriate for secondary education, OR
- e. As documented by the District’s School Improvement Team, have:
 - (1) At least 3 years of teaching experience and,
 - (2) before the end of the 2005-06 school year complete an individual professional development plan approved by the District’s School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
- f. As documented by the District’s School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. (The performance assessment shall be conducted by the District’s School Improvement Team, and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio

using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)

B. Teachers not certified for teaching assignment:

1. If a teacher has no certification endorsement for part or all of his assignment, the teacher shall enroll in and make annual progress toward an endorsement for each part of his assignment that the teacher lacks an endorsement.
2. A teacher that was or is involuntarily assigned to teach an elementary grade level outside his certification or assigned to teach one (1) or more classes in a subject area in which the teacher does not have a major shall not be adversely impacted by said assignment. Said teacher shall be granted the first vacancy he applies for provided he is certified for the vacancy. This paragraph shall supersede the vacancy, transfer, layoff or recall provisions of the Agreement.

C. School Improvement Team:

For the purposes of Section A and B. above, a School Improvement Team (SIT) shall be established to conduct an assessment of the option elected and pursued by each teacher subject to Section A. and B. immediately above. The SIT shall be composed of four (4) members; two (2) appointed by the Superintendent and two (2) appointed by the Association. The SIT shall make a determination whether each teacher subject to Section A. or B. immediately above has become "highly qualified" by meeting one of the options provided in Section A. or B. immediately above.

D. Teachers not "highly qualified" by the end of the 2005-06 school year:

A teacher who is required as of the end of the 2005-06 school year by the ESEA to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his teaching assignment and is not "highly qualified" for his teaching assignment shall be granted the first vacancy he applies for provided he is "highly qualified" for the vacancy. If there is no vacancy for which said teacher is "highly qualified", said teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his current position had been eliminated.

E. A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by this school district for the duration of his employment (as applied to the given assignment.)

F. Teachers shall be reimbursed for the cost of additional licensure, certification, tuition, test charges and/or fees incurred in the process of complying with the ESEA requirements as described herein, above.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2008 and shall continue in effect until the 31st day of August 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Michael J. Z...
Chairperson NMEA

By [Signature]
MEA UniServ Director

By A. Conway
Chief Negotiator

By Stephanie Carey
President

By Brooke H. Stenett
President-Elect

By Curt [Signature]
Negotiator

By D. Meyer
Negotiator

By Steve Hopkins
Negotiator

BOARD OF EDUCATION

By [Signature]
President

By [Signature]
Vice President

By [Signature]
Secretary

By _____
Treasurer

By Bo [Signature]
Trustee

By [Signature]
Trustee

By Michael [Signature]
Trustee

CHARLEVOIX PUBLIC SCHOOLS DISTRICT CALENDAR 2009-2010

	Mon.	Tues.	Wed.	Thu.	Fri.
September 2009		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

	Mon.	Tues.	Wed.	Thu.	Fri.
March 2010	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

	Mon.	Tues.	Wed.	Thu.	Fri.
October 2009				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	Mon.	Tues.	Wed.	Thu.	Fri.
April 2010				1	2
Good Friday April 2	5	6	7	8	9
(Easter – April 4)	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	Mon.	Tues.	Wed.	Thu.	Fri.
November 2009	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

	Mon.	Tues.	Wed.	Thu.	Fri.
May 2010	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

	Mon.	Tues.	Wed.	Thu.	Fri.
December 2009		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

	Mon.	Tues.	Wed.	Thu.	Fri.
June 2010		1	2	3	4
	7	8	9	10	11

The above calendar includes the following:

	Mon.	Tues.	Wed.	Thu.	Fri.
January 2010					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

September 2	Staff PD Day
September 7	Labor Day
September 8	Staff Work Day
September 9	First Day for Students
November 4	ISD Wide PD Day
November 25 - 27	Thanksgiving Break
December 21 – January 1	Christmas Break
January 22	Teacher Work Day
January 25	Staff PD Day
February 12	ISD Wide PD Day
February 15	Mid-Winter Break
April 2 – April 12	Spring Break
May 31	Memorial Day
June 10	Last Day for Students
June 11	Teacher Work Day

	Mon.	Tues.	Wed.	Thu.	Fri.
February 2010	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26

	= Schools not in session
	= Students do not report; staff does report

NOTES:
178 Staff Days

43

2 additional days earned from P/T conferences and Openhouses (½ day each) + 1 summer day to total 180 days
172 Student Days

APPENDIX B

2008-2009 0.5% not retroactive, 2009-2010 1.25%, 2010-2011 1.25%

2009-2010 1.25%						
	STEP	BA	BA+20	MA	MA+15	MA+30 ED.S.
	1	36,050	37,579	38,765		
	2	38,309	39,932	41,054		
	3	40,400	41,558	43,187	43,897	
	4	42,027	43,414	45,391	46,666	
	5	43,649	45,047	47,213	48,761	
	6	45,743	47,132	49,457	50,619	51,310
	7	47,597	49,109	51,191	52,479	53,860
	8	49,569	50,969	53,172	54,445	55,486
	9	51,663	52,935	55,142	56,310	57,355
	10	55,827	56,259	57,114	58,158	59,327
	11		59,170	59,436	60,607	61,649
	12		60,946	62,953	64,246	65,338
	15	57,646	62,768	64,780	66,232	67,179
	20	59,466	64,655	66,597	67,892	69,024
	25	61,249	66,597	68,594	69,931	71,095

**2010-2011
1.25%**

STEP	BA	BA+20	MA	MA+15	MA+30 ED.S.
1	36,501	38,049	39,249		
2	38,788	40,431	41,567		
3	40,905	42,078	43,727	44,445	
4	42,552	43,957	45,958	47,250	
5	44,195	45,610	47,803	49,371	
6	46,315	47,721	50,075	51,251	51,951
7	48,192	49,722	51,831	53,135	54,533
8	50,189	51,606	53,837	55,126	56,180
9	52,308	53,596	55,831	57,013	58,072
10	56,525	56,962	57,828	58,884	60,069
11		59,910	60,179	61,365	62,419
12		61,708	63,740	65,049	66,154
15	58,367	63,553	65,590	67,060	68,019
20	60,209	65,463	67,429	68,740	69,886
25	62,015	67,429	69,452	70,805	71,983

APPENDIX C
INSURANCE BENEFITS

- A. Upon acceptance of written application, the Board agrees to provide each employee in the Bargaining Unit with medical care protection for the employee and his immediate family through MESSA.

Rates for the above

Single
Employee and spouse
Employee and children
Full family

For the 2009-2010 and 2010-2011 contract years the Board will contribute the current rate for MESSA Choices II PAK coverage on all employees in the bargaining unit. Rx co-pay shall become \$10/\$20 reimbursed back to \$5/10 by the Board. Any expense above \$5 and \$10 per prescription shall be paid to the Member. Members shall offer proof in the form of receipts from pharmacies. Receipts so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the Member's discretion, but shall clearly show the amount so incurred and the date of the purchased prescription. Receipts for reimbursement shall be submitted within one (1) year of the date of purchase and shall be processed through payroll as an expense reimbursement.

Insurance must be carried through the school program--MESSA. Bargaining Unit Members not electing health insurance coverage may apply the cash in lieu amount to MESSA and/or MEA's Fixed Option programs as determined by the Association. The cash in lieu amount may be applied on an individual basis to purchase any of the MESSA variable options. For the employees electing cash in lieu of insurance, the employer shall provide a cash option in lieu of health benefits up to the amount of the Choices II single subscriber premium (Members currently receiving the single subscriber rate of \$616.37 per month shall have this rate frozen and new members after ratification of this agreement shall receive \$500 per month) according to the following:

1. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the Bargaining Unit Member to an MEA Financial Services Tax-Deferred Annuity. To elect a tax-deferred annuity, the Bargaining Unit Member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to Bargaining

Unit Member employees shall continue as is until the newly negotiated benefits program is in effect.

4. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.
5. The Section 125 administration shall be provided by MESSA OptionAll. The employer shall enter into a MESSA OptionAll Administrative Services contract.
6. Any amounts exceeding the employer subsidy share may be payroll deducted.

The provisions of this Article shall become effective upon ratification date 1990, and the Board shall make premium payments for all teachers who qualify for insurance on the first day the MESSA Super-Care I PAK goes into effect. Properly filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification after their employment. Board insurance contributions will continue each month through August of each school year for which the teachers have fulfilled the terms of their contracts with the Board and are not in violation with the provisions of the Master Agreement.

- B. The Board shall provide the MESSA Dental Care Program, 100:90/90/90: with a \$1500 orthodontic rider in a MESSA-PAK for all employees of the Bargaining Unit and their eligible dependents.
- C. Beginning with the 1990-91 school year a \$50,000 AD&D negotiated life insurance policy will be in effect for each teacher employed in the school system. The term life insurance will be part of a MESSA-PAK.
- D. The Board shall provide the MESSA Vision VSP-3 Gold program in a MESSA-PAK for all employees of the Bargaining Unit and their eligible dependents.
- E. The Board shall provide Long Term Disability for all eligible employees of the Bargaining Unit. Benefits shall be paid at 66 2/3% of employee's salary Max \$4,000. The LTD will be part of a MESSA-PAK.

APPENDIX D
 ADDITIONAL COMPENSATION & ATHLETIC COACHES

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

I. Athletics

Head Varsity Football	12
Assistant Football	8
Head Varsity Basketball	12
J.V. Basketball	8
Freshman Basketball	8
Head Track	8
Assistant Track	5.5
Cross Country	8
Ski	8
Golf	8
Wrestling	10
Volleyball	8
JV Volleyball	6
Tennis	8
Baseball	8
Softball	8
Sports Medicine	3
Soccer	8
Competitive Cheer.....	8
Football Cheer Team.....	5
Basketball Cheer Team.....	5

Middle School Sports 5.5% one team, 9% two teams

- 8th Grade Basketball
- 7th Grade Basketball
- Cross Country
- Ski Team
- Soccer
- 8th Grade Volleyball
- 7th Grade Volleyball
- Track and Field (2 positions)
- Football (2 positions)

Middle School Rayder Teams \$ 800.00
 Middle School Cheerleading... 2%

A. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to that level of the B.A. track. Incoming coaches will be given full credit after being granted teacher tenure.

- B. Anyone receiving payment under Appendix D shall have the option of receiving one lump sum or having the payment distributed evenly throughout the remainder of their pay schedule for that year. Anyone involved with on going, year around activities shall have the option of receiving one lump sum or have their payment prorated and distributed evenly throughout the calendar year in their bi-weekly checks. Where applicable, payments will be made after inventory is made, equipment stored, and the material requisition for the following season is filed with the athletic director.
- C. In the event the Board hires assistant coaches for these sports where no assistant coach salary is listed above, the rate of pay shall be set at 2/3 the percent stipulated above for the head coach in that sport.

II. Special Duties

Club Sponsors		\$ 350.00
District Newsletter (Insider)		\$1000.00
High School Newspaper Sponsor		\$ 550.00
High School Yearbook Sponsor		\$ 800.00
Middle School Yearbook Sponsor		\$ 600.00
Debate, Drama, Forensics		12% of BA Track+ yrs. of experience
Band Director (Marching & Concert Bands)		12% of BA Track+ yrs. of experience
Future Problem Solving		6% of BA Track+ yrs. of experience
Senior Class Sponsors (2)	(total)	\$ 600.00
Junior Class Sponsors (2)	"	\$ 500.00
Sophomore Class Sponsors (2)	"	\$ 400.00
Freshman Class Sponsors (2)	"	\$ 400.00
8th Grade Sponsor	"	\$ 350.00
7th Grade Sponsor	"	\$ 350.00
4th Grade (Beaver Island Trip) coordinator		\$ 150.00 ea.
Middle School Performing Arts		\$ 800.00
Fine Arts (4 positions)		\$ 500.00
Middle School Math (3 positions)		\$ 500.00
High School Student Council		\$ 800.00
Flag Corps		\$ 400.00
Odyssey of the Mind		\$ 500.00
Quiz Bowl		\$ 500.00
8th Grade Washington D.C. Trip Coordinator		\$ 300.00

- A. One half to be paid at the end of each semester for Newsletter, yearbook, newspaper, dramatics and forensics, marching band and concert band.
- B. Marching band and concert band duties to include regular school activities such as athletic contests, concerts, festivals, baccalaureate and graduation. Twenty

dollars per day will be paid to the director each time he accompanies his band to a parade or other event in addition to regular school activities.

- C. Class sponsors will be paid at the end of the second semester.
- D. The Vocational Director shall receive 1/10 and the Athletic Director shall receive 1/8 of their regular teaching salary. This will apply to both high school and middle school.
- E. Driver Education instructors shall be paid on the BA track/hourly rate based on Driver Education instructor experience with the Charlevoix Public Schools.
- F. Summer band teachers shall be compensated as provided in Article XV(C). The maximum teaching hours for this program shall not exceed 315 instructional hours for all teachers involved, plus Board approved additional hours for a band camp.
- G. Adult Education instructors shall be paid at the rate established as provided in Article XV(C).

III. District Leadership Positions

- A. District Steering Committee Chairperson may be appointed by the Board when it deems it necessary. Acceptance by the teacher of the appointment shall not be mandatory; however, should a teacher refuse an appointment, the Board will have the right to make another appointment. Compensation will be 1/6 of their teaching salary for elementary teachers and either 1/6 or 1/8 with an hour of release time for middle and high school teachers.
- B. District Core Team Chairs are members of the District Steering Committee. Core Team chairs are selected by the staff. District Core Team Chairs will be paid at 2% of base salary. Building Core Team Chairs will be paid 1% of base salary.
- C. Building Curriculum Development Team (CDT) Chairs are members of the District Steering Committee and chair CDT/School Improvement in each building. Building CDT Chairs are selected by the staff in each building. They will be paid at 2% of base salary.
- D. Curriculum Design Team will be made up of voluntary members from each building and will be paid at 1% of base salary.
- E. Task Force members will be made up of voluntary members from each building and will be paid at \$25.00 per hour.
- F. Payment of positions under this sub-section shall be prorated on the basis of

number of meetings attended as related to the number of meetings scheduled. However, Members shall not be penalized under this paragraph if the absence is due to serving in another capacity in the school system.

IV. Public Relations Assignment

In the 1993-94 school year on a trial basis, one teacher per building to facilitate public relations and participate on building and District public relations committees shall be paid \$200. The Board will evaluate whether the committee will continue. If the committee is to be continued, it will be paid at a rate of \$400 per year thereafter.

V. The Board reserves the right to determine if positions are to be filled. During the term of this contract the Board also reserves the right to determine if additional positions are to be added to Appendix D and, with mutual agreement with the Association, to determine the remuneration for each position added.

VI. Any teacher who is required by the Board of Education to perform activities not compensated for under the salary schedule or other schedules in this Agreement shall be paid accordingly as provided under Article XV(C).

VII. Each employee shall be allowed to complete 12 hours of professional development over the Summer Break. Such hours shall have the approval of the Building Principal and shall be paid at the rate of \$25/hour.

APPENDIX E
GRIEVANCE REPORT FORM

Distribution of Form:

1. Superintendent
2. Principal
3. Association

Grievance # _____ School District _____

GRIEVANCE REPORT
Submit to Principal in Duplicate

Building _____ Assignment _____ Name of Grievant _____ Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 or Step I, attach an additional sheet. (Note: continued on next page)

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by the Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature of
Arbitrator

Date of
Decision

NOTE: All provisions of Article XVII of the Agreement dated 9-1-78 will be strictly observed in this settlement of grievance.

REQUEST FOR ABSENCE OR PROFESSIONAL DEVELOPMENT FORM

Employee's name (please print) _____ Building _____

Date absent _____ All Day AM PM After
 Hours/Summer

SUB NEEDED Yes No If yes, sub requested _____

Name of sub hired _____

Date(s) sub is needed: Date _____ All day AM PM
 Date _____ All day AM PM

TITLE/LOCATION of conference/meeting **OR** purpose of request _____

REASON:

- Bereavement—Immediate Family Jury Duty Personal Leave*
- Bereavement (Please Explain) Leave Before/After Holiday* Teacher Association*
- Family Illness (Please Explain) Other (Please Explain) School Business
- Family Medical Leave* Personal Illness Unpaid Leave*

PROFESSIONAL DEVELOPMENT approved by district? ___ yes ___ no

<input type="checkbox"/> IDP Specified	<input type="checkbox"/> School Improvement Related	<input type="checkbox"/> Mentoring	<input type="checkbox"/> LEA Workshop	<input type="checkbox"/> ISD Workshop	<input type="checkbox"/> IHE Workshop	<input type="checkbox"/> Coursework	<input type="checkbox"/> Center Workshop	<input type="checkbox"/> State Regional or National Workshop
Participation in professional development as specified in an IDP.	Participation in school or district group related to the School Improvement Plan.	Professional development directed to the novice teacher or the mentor teacher.	Professional growth experience sponsored or provided by the local district.	Professional development sponsored or made available by an ISD.	Workshop sponsored or made available by a college or university.	Coursework taken for credit at an Institution of Higher Education.	Professional development made available by a Math/Science Center.	Participation in state, regional or National association conference.
Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs

ESTIMATED REIMBURSABLE EXPENSES – District will only reimburse for expenses incurred with itemized receipts attached to an expense voucher.

Travel _____
 Lodging _____
 Meals _____
 Registration _____
 Other _____
TOTAL _____

(Attach the registration form for processing)

TRANSPORTATION NEEDED? (Complete transportation request form and send to Bus Garage)

 Employee's Signature Date

 Principal's Signature Date

 Superintendent's Signature Date

 ACCOUNT NUMBER

*This request requires approval by the Superintendent. All Professional Development needs to be sent to the Superintendent's Office.

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the
NEA Representative Assembly, July 1975

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosures serve a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PROVISIONS FOR NATIONAL ENFORCEMENT

CONSTITUTION, NATIONAL EDUCATION ASSOCIATION

ARTICLE VII, Section 2, a. The Review Board shall have original jurisdiction in the following cases:

1. Impeachment of an officer who is a member of the Executive Committee;
2. Alleged violations of the Code of Ethics of the Education Profession.

ARTICLE VII, Section 2, b. The Review Board shall have the following powers subject to the conditions as herein outlined:

1. To impeach an officer. The officer shall have the right to appeal to the Board of Directors;
2. To censure, suspend, or expel a member for violation of the Code of Ethics of the Education Profession . . . The member shall have the right to appeal to the Executive Committee on procedural grounds only.
3. To vacate censure, lift suspension, or reinstate a member.

ARTICLE VII, Section 4. The Review Board shall establish its rules of procedure with the approval of the Board of Directors. Due process must be guaranteed in all its proceedings.

ADHERENCE TO THE CODE

CONSTITUTION, NATIONAL EDUCATION ASSOCIATION

ARTICLE II, Section 2, b. Members engaged in teaching or in other educational work shall adhere to the Code of Ethics of the Education Profession.

ARTICLE IV, Section 6. Executive officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession, . . .

ARTICLE VI, Section 4. Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession, . . .

ARTICLE VII, Section 5, a. Members of the Review Board may be impeached (by the Executive Committee) for violation of the Code of Ethics of the Education Profession . . .