

A G R E E M E N T

between

CHARLEVOIX PUBLIC SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION OF CHARLEVOIX

September 1, 2013 - August 31, 2015

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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

PREAMBLE

This Agreement entered into this 1st day of September 2013 and ending the 31st day of August 2015, 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 PAYROLL DEDUCTIONS

- A. 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.

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 at least 35 minutes for high school teachers and middle 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. In the event the district reverts back to three buildings, the middle school would resume with a 45 minute lunch.

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. 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. Afternoon recess for elementary students will be at the discretion of the grade levels. A grade level teacher must provide supervision for recess.
- 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. School Schedules
 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. Current contract language regarding working conditions shall remain in effect unless specifically changed by negotiations and ratified by the Board and Union.
 3. The Board recognizes the importance of limiting the number of preps assigned to each teacher and shall not assign more than (3) preps per semester 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.
 4. 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

- 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. 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.
- C. 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.

- D. 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 electronically and email to applicants who've shown interest per A. above.
- 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 four (4) days per year to transact personal business. 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. One personal day may be used either prior to or at the end of a holiday, vacation or break, but not both. 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.

Bargaining Unit Members who have a reason to believe he will exhaust his personal sick bank must submit a written request to the Association Executive Board 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 Association Executive Board 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. 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.

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 five years. Semester hours cost shall be reimbursed at the average of CMU, WMU, MSU graduate rates. Members must fill out appropriate forms for approval by superintendent.

- 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.
- C. If a position exists within the school district for which the laid off teacher is certified and qualified, and the Board decides to recall the teacher, 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. It is the teacher's responsibility to keep his address current with the Administration.

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 may 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 may, 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 tract 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.

For the life of this contract, ARTICLE XV L. shall be frozen and no Board matching amounts shall be made for salary deferral. Teachers may still participate in the plan, but no matching funds shall be contributed during this agreement.

- L. 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.

M. 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. Any complaint by a parent of a student or any other person(s) directed toward a teacher, or any notice thereof shall not 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. 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 fees and expenses of the Arbitrator shall be shared equally by the parties.

- J. 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.

- K. 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.

- L. 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
SCHOOL IMPROVEMENT AND SITE BASED MANAGEMENT

A. 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.
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.

B. The School improvement and site-based decision-making process is designed for the District as follows:

1. Staff meetings. Teachers are expected to attend all staff meetings through contact time unless absent that day. If a conflict arises wherein the teacher cannot attend, the teacher must make arrangements with the administrator.

2. Curriculum Design Team (CDT). Participation on CDT is voluntary and all building staff members are invited to join. Members will be paid at 1% base salary, CDT Core Chairs will be paid at 2% of base salary. Any task force member shall be paid at \$25.00 per hour beyond contract time.

3. District Steering Committee (DSC) is made up of the CDT Core Chairs and a DSC Chairperson. The Chairperson will be compensated at 1/6 of their teaching salary for elementary teachers and either 1/6 or 1/8 with an hour of release time for middle/high school teachers.

4. Payment of positions under this sub-section shall be prorated on the basis of the number of meetings attended as related to the number of meetings scheduled. However, teachers shall not be penalized under this paragraph if the absence is due to serving in another capacity in the district..

5. It is understood by both parties that the duties and responsibilities of the former Professional Study Committee (PSC) are now a part of this School Improvement and Site-Based Management process. Subject of study include, but shall not be limited to issues which arise in each building or district-wide meetings such as in-service, trainings, curriculum development, technology implementation or school environment.

ARTICLE XX 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 XXI LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge least restrictive environment mainstreaming 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 XXII 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 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.

5. 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.
6. 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 XXIII 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
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.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2013 and shall continue in effect until the 31st day of August 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

By _____
NMEA President

By _____
President

By _____
NMEA Liaison

By _____
Vice President

By _____
Chief Negotiator

By _____
Secretary

By _____
CEA President

By _____
Superintendent

**Charlevoix Public Schools
District Calendar
2013-2014 (*Tentative)**

	Mon	Tues	Wed	Thu	Fri
September 2013	2			5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

*September 2013 calendar approved by Board of Ed 8/18/13

	Mon	Tues	Wed	Thu	Fri
October 2013		1	2	3	4
	7	8	9	10	11
	14	15	16	17	
	21	22	23	24	25
	28	29	30	31	

	Mon	Tues	Wed	Thu	Fri
November 2013					1
	4	5		7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	Mon	Tues	Wed	Thu	Fri
December 2013	2	3	4		
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

	Mon	Tues	Wed	Thu	Fri
January 2014			1	2	3
	6	7	8	9	10
	13	14	15	16	
	20	21	22	23	24
	27	28	29	30	31

	Mon	Tues	Wed	Thu	Fri
February 2014	3	4	5	6	7
	10	11	12	13	
	17	18	19	20	21
	24	25	26	27	28

	Mon	Tues	Wed	Thu	Fri
March 2014	3	4	5		7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

	Mon	Tues	Wed	Thu	Fri
April 2014		1	2	3	4
	7	8	9	10	11
Good Friday/Good Friday Earlier April 20	14	15	16	17	
	21	22	23	24	25
	28	29	30		

	Mon	Tues	Wed	Thu	Fri
May 2014				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
June 2014	2	3	4	5	6
	9	10	11	12	13

The above calendar includes the following:

Sep 2	Letter Day, No school
Sep 3	Staff PD, No school, MS Open House
Sep 4	Staff work day, No School, ES, HS Open House
Sep 5	First Day for Students
Oct 30	K-12 staff professional development, No school
Nov 6	ISD-wide professional development day, No school
Nov 27 - 29	Thanksgiving, No school
Dec 3	K-6 evening parent-teacher conferences
Dec 5	1/2 day for students, K-12 parent-teacher conferences
Dec 6	K-6 staff no school, K-12 staff PD, No school
Dec 23 - Jan 6	Winter/Christmas Break, No school
Jan 17	K-6 staff PD, 7-12 staff work day, No school
Feb 14	ISD-wide professional development day, No school
Mar 4	K-6 evening parent-teacher conferences
Mar 6	K-12 1/2 Day, K-6 Evening Conferences, 7-12 PD time
Mar 28 - Apr 7	Spring Break, No school
Apr 18	Good Friday 1/2 Day, students and staff
May 28	Memorial Day, No school
Jun 5	Last Day of School for Students
Jun 6	1/2 work day for staff

□	= School not in session
□	= 1/2 day for students
□	= 1/2 day for students and staff
□	= Students do not report, staff does report

APPENDIX B

During the life of this contract, members shall be moved ahead on steps and make up the steps lost for having frozen steps in the last two year agreement. While there will be no financial gain to members or cost to employer during this contract, when this agreement expires the members will have been made whole for steps. Example:

A member who was on step 11 in 2011 will be on step 15 when this contract expires. That is the starting point for negotiating a successor agreement.

2011-2012					
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

The Board shall contribute the state mandated hard cap amounts each year for employee's medical costs.

Members will stay on the current insurance under the mandated hard cap September 1, 2013 thru December 31, 2013. Effective January 1, 2014 the insurance shall be MESSA ABC 1, ABC Saver Rx, \$1250/\$2500 HSA.

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 single subscriber mandated hard cap with the annual increases per PA 152. (Members currently receiving the single subscriber rate of \$616.37 per month shall have this rate frozen. Any new members or any member switching from receiving insurance benefits to Cash in Lieu shall receive the single rate specified above.) 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.

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
Soccer	8

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

8th Grade Basketball
7th Grade Basketball
Cross Country

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 consecutive years of coaching experience in that sport in Charlevoix, capped at five (5) years of experience and to be applied to that level of the B.A. track.
- 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 ongoing, 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

Approved Club Sponsors		\$ 350.00
District Newsletter (Insider)		\$ 500.00
High School Newspaper/ Social Media Sponsor		\$ 500.00
High School Yearbook Sponsor		\$ 800.00
Middle School Yearbook Sponsor		\$500.00 (if not on Master
Schedule)		
Band Director (Marching & Concert Bands)	12% of BA Track	
Future Problem Solving		\$ 500.00
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
Spanish Club		\$ 300.00
4th Grade (Beaver Island Trip) coordinator		\$ 300.00 ea.
Fine Arts (4 positions)		\$ 500.00
High School Student Council		\$ 800.00
Model UN Sponsor		\$ 350.00
MHSAA Broadcasting Supervisor		\$ 350.00
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 yearbook, 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. All other special duty positions 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. Adult Education instructors shall be paid at the rate established as provided in Article XV(C).
- III. 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.
- IV. 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).
- V. 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

<u>Distribution of Form:</u>	
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:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bereavement-Immediate Family | <input type="checkbox"/> Jury Duty | <input type="checkbox"/> Personal Leave* |
| <input type="checkbox"/> Bereavement (Please Explain) | <input type="checkbox"/> Leave Before/After Holiday* | <input type="checkbox"/> Teacher Association* |
| <input type="checkbox"/> Family Illness (Please Explain) | <input type="checkbox"/> Other (Please Explain) | <input type="checkbox"/> School Business |
| <input type="checkbox"/> Family Medical Leave* | <input type="checkbox"/> Personal Illness | <input type="checkbox"/> 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

*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 . . .

**LETTER OF AGREEMENT
BETWEEN
CHARLEVOIX PUBLIC SCHOOLS BOARD OF EDUCATION
AND
CHARLEVOIX EDUCATION ASSOCIATION/NMEA/MEA/NEA**

Re: Contract Extension

This Letter of Agreement is entered into between the Charlevoix Board of Education (the "District") and the Charlevoix Education Association (the "Association") and shall be in effect until August 31, 2017.

The parties have in the previous Collective Bargaining Agreement negotiated in good faith over a number of issues that were necessary to the best interests of both the Board and the Association. The contract complies with all current, applicable state laws.

The parties wish to extend the contract.

Therefore it is the agreement of the Board and the Association that:

1. The Contract shall be extended for a period two (2) additional years, expiring on August 31, 2017 unless extended by the parties.
2. All portions of the 2013-15 Contract shall be extended with the exception of those provisions as shall be modified below:
 - a. APPENDIX B Salary Schedule, teachers shall be made whole for the steps that were frozen in the previous two Collective Bargaining Agreements.
 - b. The specific terms of the step advancement are attached.

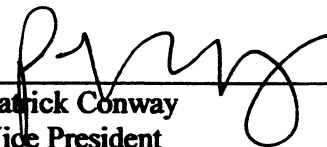
FOR THE DISTRICT:



Robert Gendron
Superintendent

8-20-14
Date

FOR THE ASSOCIATION:



Patrick Conway
Vice President

8/20/14
Date

DURATION

This agreement upon ratification shall replace the existing agreement in place; it shall be in effect for three years effective September 1st, 2014 and expire on August 31, 2017.

COMPENSATION

Both parties agree that all members shall have the three steps that were frozen during the previous two contracts (i.e., from 2011-12, 2012-13, 2013-14), as well as the fourth step necessary to be made financially whole, reinstated at the beginning of the 2014-2015 school year.

Furthermore, both parties agree that steps shall be granted to all members for each of the 2015-16 and 2016-17 school years, as long as the district's audited fund balance does not decline below \$750,000 and the decline can be primarily attributed to any of the following:

a) Final k-12 district enrollment in the 2014-15 school year declines to below 965; or the final district enrollment in the 2015-16 school year declines below 950.

[Based on final '13-'14 enrollment of 985]

b) District per-pupil state aid is cut by 1% or more.

c) The MPSERS rate increases to 28% or higher for the 2015-16 school year, or 30% or higher for the 2016-17 school year.

Recognizing the importance of recruiting and maintaining a quality staff at regionally competitive wages, both parties agree that, in the event that the district's audited fund balance is more than \$1,000,000 going into years two and/or three of this agreement, the membership will receive an on-step salary increase of 2% at the beginning of each corresponding school year.