

Clarenceville  
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1969-70

AGREEMENT BETWEEN

CLARENCEVILLE SCHOOL DISTRICT  
of Oakland and Wayne Counties

and

THE CLARENCEVILLE EDUCATION ASSOCIATION

affiliated with the

MICHIGAN EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

Clarenceville School District

RECEIVED

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PROFESSIONAL NEGOTIATIONS

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## AGREEMENT

This Agreement made this 26th day of August 1969, by and between Clarenceville School District of Oakland and Wayne Counties, Michigan, hereinafter called the "District" and Clarenceville Education Association, hereinafter called the "Association", witnesseth:

### PREAMBLE

Recognizing that providing quality education is the paramount aim of the District and the Association and that the character of such education depends largely upon the quality and morale of the teaching staff we hereby declare:

WHEREAS, the Association recognizes that the District, under law, has the final responsibility for establishing policies for the District; and

WHEREAS, the District recognizes that teaching is a profession; and

WHEREAS, the District recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

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

WHEREAS, the parties have reached certain understanding 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 District hereby confirms the recognition of The Clarenceville Education Association as an exclusive bargaining representative for all certified teaching personnel now employed or hereafter employed by the District, including department chairmen and counselors, pursuant to the election held December 15, 1965 by the Michigan Labor Mediation Board. As used in this agreement, personnel includes all persons within the designated bargaining unit.

B. The District shall not negotiate with any other representative of personnel described in "A" so long as the association shall be certified as the exclusive bargaining agent for personnel. However, any individual covered by this Agreement may at any time present grievances to the District and have the grievances adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided the Association has been given the opportunity to be present at such adjustment.

C. Within thirty days after commencement of the school year, personnel may sign and deliver a written authorization on such forms as the District may require, authorizing the District to deduct from such employee's pay, dues or assessments for Association membership or for professional association organizations.

The District shall remit such deductions to the appropriate organization not more than once per month during the term of such employee's contract with the District. The District shall have no liability other than the transmittal of such funds to the Association or designated Association or professional organization. The employee may cancel such authorization, in writing, at any time.

D. This contract is subject to the School Code of 1955, as amended, and any successor statute thereto, together with the Teacher Tenure Act and the rights, duties, obligations and responsibilities of the parties hereunder shall be in addition to those provided by the applicable statutes. In the event of conflict between any portion of this agreement and the statutes of the State of Michigan, the latter shall control.

E. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

F. Membership in the "Association" is not required for employment.

G. The parties agree that the district shall provide a copy of this agreement to all teachers. The probationary teachers will receive a written contract subject to changes in this agreement. Returning tenure teachers shall be given a breakdown of their salary.

## ARTICLE II - TEACHER RIGHTS

A. The Association and its members and/or the designated Association building representative (s) shall have the privilege to use school building facilities for meetings in accordance with Board policy. The Association may also use the school mail service and mail boxes for official Association business. No teacher shall be prevented from wearing insignia, pins or other identifications of membership in the Association on school premises. Bulletin boards will be made available for the Association's use and placed in areas where teachers normally congregate. All posted material must be authenticated by a recognized official of the "Association" and shall be classified as "Association's" official business.

B. Each teacher shall have the right upon request to review the contents of his own personnel file except credentials and other communications relative to the teachers employment outside the District. Such request to review said files shall be submitted in writing to the Superintendent and permission will be granted within five school days of receipt of the notice. The review shall be held in the presence of the Superintendent or Assistant Superintendent, and shall be limited to a time during the normal school attendance day without disruption of the teacher's regular assignment.

### ARTICLE III - BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. The Board retains the right to direct, assign and reassign its certified employees within the limits of the employee's certification.

### ARTICLE IV - PROFESSIONAL COMPENSATION

A. The salaries of personnel covered by this Agreement are set forth in Schedule A, Part I (see insertion) which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, the parties to meet annually to negotiate provisions of professional compensation. The first negotiations session shall be held not later than April 15th of the then current school year.

B. The salary schedule is based upon 181-1/2 attendance days.

C. The teacher shall be paid compensation, in addition to this base salary for all assignments beyond the regular school day as established by the Administration in supervision of extra-curricular activities of students. The list of established rates for extra-curricular activities is set forth in Schedule A, Part II (see insertion) which is attached to and incorporated in this Agreement.

D. Duly authorized representatives of the Association shall have the right to transact official Association business on school property at all times and shall be released from regular duties without loss of salary, provided that this shall not interfere with or interrupt normal school operations.

No teacher or Association views on matters relating to supervisor-teacher or Board-Teacher or Association relationships shall be discussed in the presence of students.

### ARTICLE V - CALENDAR

Prior to official adoption, the annual calendar shall be mutually agreed upon by the Association and the Board. It shall be available prior to the start of each school year.

A maximum of two (2) full days will be allowed for Parent-Teacher Conferences in the elementary grades for each semester. These Conference Days will be staggered so that no more than two elementary school buildings will have Conference Days at the same time.



The final two days of the school year shall be scheduled as work days for all teachers. The District reserves the right to require student's attendance on either or both of these days if it needs to meet the minimum student attendance requirement as defined by state law. In any event, the District may require students to return on the final day of the school year to receive their report cards.

If a teacher has complied with all check out requirements as determined by the administration by 12:00 noon on June 15th, the building principal may meet with him and authorize early release. Should a teacher consider it necessary to be released earlier than this time but not earlier than June 12th, he may submit a written application to his building principal not later than June 5th, stating the condition which he feels necessitates an early release. The building principal may accept or reject the application in writing not later than June 12th. In any event all check out requirements must be met.

A minimum of two days designated as inservice education days are to be allowed the teaching staff and shall be incorporated into the calendar annually. The dates will be determined by the administration. Staff requests for utilization of these days will be given thorough review.

#### 1969-70 SCHOOL YEAR CALENDAR

August 29	Pre-School Conference - New Teachers
September 2	Pre-School Conference - All Instructional Staff Members
September 3 (half day)	Opening of School
September 22	Inservice Education Day
October 17	End of First Marking Period (31-1/2 membership)
October 20-21-22-23	Parent-Teacher Conference, Elementary Schools (No two schools scheduled full day, same date)
October 22	Report Cards
November 27-30	Thanksgiving Vacation
November 28	End of Second Marking Period (28 membership) 59-1/2
December 3	Report Cards
December 20-January 4	Winter Vacation (inclusive)
January 23	Records Day - First Semester Ends (29 membership) 88-1/2
January 26	Second Semester begins
January 28	Report Cards
March 6	End of 4th Card Marking (30 membership) 118-1/2
March 11	Report Cards
March 9-10-11-12	Parent-Teacher Conferences - Elementary Schools (no two schools scheduled full day, same date)
March 21-29	Spring vacation (inclusive)
April 24	End of 5th Card Marking (30 membership) 148-1/2
April 29	Report Cards
May 29	Memorial Day
June 11	Commencement
June 12	Last Day of Student Attendance
June 15	Records Day - no classes
June 16	Report cards - End of School Year (33 membership) 181-1/2 total

## ARTICLE VI - TEACHING HOURS

- A. The "District" recognizes that professional assignment (s) and work schedule (s) should be arranged within a 40 hour week.
- B. All teachers shall attend meetings called by the Administration as a regular part of their teaching assignments unless otherwise excused by the Administration. The Superintendent or a Building Principal may call staff meetings of personnel from time to time. Sufficient notice of such meetings will be given whenever practicable.
- C. All teachers shall have a duty-free lunch period. Should a teacher assume supervisory duty in lunch rooms or recess periods which falls outside the scope of his regular assignments as established by the Administration, he will be given additional remuneration at a rate established by the Board of Education.
- D. If a teacher is requested to teach a course in addition to his normal assigned duties, his rate of reimbursement shall be determined and accepted by him and the Association representative in writing prior to his undertaking the assignment.

## ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

- A. A request by a teacher for transfer to a different building or position shall be made in writing to the personnel office not later than April 1. The school administration agrees to consider such requests, however, the administration shall have the final decision with respect to personnel placement in the district. All staff members shall be notified of their selection or rejection in regards to the position for which they applied.
- B. Teachers who will be affected by a change in grade assignments will be notified by their Building Principal as soon as practicable. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels. Teacher's requests for transfer may come about by way of vacancy and these shall be given consideration as they occur on basis of (1) competency, ability, experience and training of the individual in the judgment of the Principal where the vacancy occurs, (2) priority of request in case of tied seniority.
- C. Any teacher transferred to an administrative or supervisory position who shall later return to teacher status shall be entitled to regain all such rights as he may have had under this Agreement prior to such transfer (s).

## ARTICLE VIII - TEACHING CONDITIONS

- A. The parties recognize that the availability of adequate school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the "District". 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 at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the "District" shall agree to employ not less than 35 professional - non-administrative teaching personnel per 1000 students.

C. Appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties may confer from time to time for the purpose of improving the selection and use of such educational tools; provided, however, that the final decision with respect to such matters rests solely with the Board of Education of the District as subject to state law.

D. In the event that school is closed because of snow, ice or other such conditions beyond normal control, all professional persons will not be expected to report to their respective buildings.

Teachers may not be required to remain in the assigned buildings when the pupils in such buildings are dismissed. Teachers may be directed to report for assignment elsewhere.

#### ARTICLE IX - VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any professional position in the "District" shall occur during the school year, the "District" shall publicize the same by giving written notice of such vacancy and providing for appropriate posting in every school building. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) school days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the District shall consider the professional background and attainments of all such applicants, the length of service in the District and the requirements of the vacant position. The District declares its support for a policy of promotions from within its own teaching staff and will carefully consider each staff applicant. The District shall, however, retain its full right to hire any personnel from any source if, in the opinion of the Administration, it is in the best interests of the District to do so. All staff members shall be notified of their selection or rejection in writing in regards to the position for which they applied.

"Service" in the system for the purposes of this Agreement, shall mean continuous employment in the District, irrespective of tenure status, but shall exclude all periods when the teacher was on authorized leave of absence, except when on leave to serve in the Armed Forces, the Peace Corps, Job Corps or Sabbatical Leave.



## ARTICLE X - LEAVE WITH PAY

A. All teachers regularly employed for the school year who are absent from duty because of personal illness, death or illness in the immediate family or quarantine shall be allowed annual sick leave at full pay at the rate of one day per month up to 10 days per year. The unused portion of each year's leave shall be allowed to accumulate without limit. The purpose of accumulated sick leave is for the financial protection of the teacher in the event of and during his extended personal illness. A medical statement showing a teacher's fitness to resume his teaching duties may be required following the granting of sick leave pay for days used from accumulated sick leave.

B. The immediate family shall be interpreted as husband, or wife, mother, father, brother, sister, son or daughter.

C. A teacher who has exhausted his cumulative sick leave and the earned sick days for the current year, shall receive the difference, if any, between the personnel's per diem rate and the substitute's pay for an additional ten days. The per diem rate shall be defined as that rate calculated by the division of the number of attendance days in the current school year as defined by the school calendar provided in Article V, into the personnel's contracted salary for the then current school year.

D. Personnel who have used all accumulated sick leave, earned sick days for the current year and the additional ten days for which such personnel receives the difference, if any, between his per diem rate and the substitute's pay, shall not thereafter be entitled to any further compensation from the "District."

E. Each teacher shall be informed of the number of sick leave days he had accumulated with the first payroll check of each school year in the space provided for this information.

F. All teachers regularly employed by the "District" shall be granted two days of leave per year with pay which shall be designated personal leave, to transact personal business which is of urgent nature that cannot be transacted at another time, providing arrangements for such leaves and reasons thereof, are made at least twenty-four hours in advance with the principal or supervisor, and the leave request form has been signed by both parties.

The second personal leave day, when used, shall be deducted from sick leave. The other personal leave day shall not be so deducted; provided, that in the event such personal leave is not utilized, it shall be added to the accumulated sick leave of such personnel. The day immediately preceding, or the day immediately following a legal holiday or school recess will not be recognized as a personal leave day.

G. A teacher who is disabled because of an injury or disease arising out of his employment with the School District compensable under the Michigan Workman's Compensation Law, shall receive from the "District" the difference between the benefits under the Workman's Compensation Law and his regular annual salary determined as of the date of disability for the duration of such disability but not to

exceed one year from the date of injury with no subtraction of sick leave.

H. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- a. Absence when a teacher is called for jury service. Any teacher shall receive the difference between jury duty pay and his regular pay.
- b. Court appearance or subpoena as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any school connected proceedings.
- c. Authorized absence due to a bodily injury, inflicted by a student or injury in the line of duty not covered in Section G.
- d. Teachers who have been employed in the District for seven years may apply for a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the District and shall receive a salary equivalent to the B.A. base for the year during which the leave is granted. Upon return from leave, the teacher shall agree to be employed a minimum of two years in the district and shall be restored to his former position or a like position and shall be placed on the salary schedule without penalty. Any teacher who does not complete the two year minimum employment requirement, shall return to the District, all monies funded him under this agreement as a condition of termination of employment with the District. The teacher shall obtain a performance bond which meets these conditions prior to final approval for said sabbatical leave. Not more than one teacher shall be granted a sabbatical leave for any one school year.

#### ARTICLE XI - LEAVE WITHOUT PAY

A. Leaves of absence without pay within the school year may be granted only to tenure teacher upon application for the following reasons:

- a. Participation in foreign, military or exchange teaching programs.
- b. The Peace Corps, Job Corps, or Teacher's Corps (Granted to a teacher with a minimum of two years of experience in the district).

c. Study related to the teacher's licensed field at an accredited institution.

c. Campaigning for or service in public office.

B. Teachers on leave of absence shall retain their accumulated sick leave allowance. Upon return from authorized leave, a teacher may be assigned to the same or substantially equivalent position if available. No leave of absence shall extend beyond two years unless an unusual condition exists which would allow the teacher to submit a written request for an extension. No leave may be allowed beyond a total of three years .

C. A teacher whose personal illness extends beyond the period compensated for under Article X may be granted a leave of absence without pay for the balance of the contractual year. If the illness is protracted and necessitates further time for complete recovery, an additional leave of absence may be granted for one year or longer upon review by the "District".

D. A maternity leave shall be granted without pay, commencing not later than the end of the fourth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. This leave of absence may be granted up to eighteen months to any tenure teacher upon written request for such leave and upon proper certification of pregnancy by the employee's physician.

E. In all cases of pregnancy of staff members, whether leave of absence is or is not requested, the contractual obligations of both parties, the District and the employee, shall cease at the end of the fourth month of pregnancy. The "District" shall however have the right to terminate the employment of any teacher at any time during such pregnancy, provided the District can substantiate its action by qualified medical consultation. No compensation shall be paid after the date of such leave and sick leave pay shall not be paid for any leave granted because of pregnancy. The personnel seeking to return to employment after pregnancy shall give the District not less than 60 days notice. In the event pregnancy is terminated prior to the normal term, the "District" may terminate such maternity leave if, in the opinion of the "District" it is in the best interests of the District and individual personnel involved so to do.

F. Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Personnel returning from military leave must request reinstatement and such request must be accompanied by proof that he is qualified to perform the duties of this employment with the "District". The application for reinstatement must be made within 90 days from the date of honorable separation from Service. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.



G. Upon verification of employment, teachers on authorized leave to participate in the Peace Corps, Job Corps, foreign, military or exchange teaching programs shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

#### ARTICLE XII - INSURANCE PROTECTION

A. In addition to other compensation provided by this Agreement, the "District" shall pay the insurance premium to the extent of the funds allocated as set forth in the teacher budget. The "District" shall have no obligation to continue payment for insurance in the event compensation to any such personnel is terminated for any reason. The "District" shall have no liability with respect to selection of the insurance carriers and shall have no liability for the payment of any benefits, proceeds, or other provisions of such insurance plans, but shall be required only to remit the funds in accordance with the written authorization from each person and then, not more often than once each month. The district shall also provide a liability insurance to include instructional personnel. The present plan provides \$1,000,000 coverage.

B. The District shall provide a \$5,000 term life insurance policy to a teacher who selects this coverage in lieu of the medical protection plan.

C. Upon individual authorization the "District" shall deduct a tax-sheltered annuity payment for that individual not more than once each month. Said deduction shall only be paid to the single company presently selected by the staff.

#### ARTICLE XIII - TEACHER PERFORMANCE REVIEW

##### PURPOSE OF THE REVIEW

A. The Teacher Performance Review has been designed to improve employee effectiveness through providing a means of systematically appraising performance. A well-conducted performance review should help improve employee performance, however, it is not a substitute for effective supervision through frequent day-to-day communication, evaluation, and guidance. Since an employee should always know where he stands with his supervisor, the performance review should contain no surprises.

B. The performance review form, revised 8-18-69 shall be used. It is recommended that the guide listed in the teacher's handbook be used as stated.

C. The principal or supervisor shall conduct a minimum of three written performance reviews and related interviews for each probationary teacher: at least two of which shall take place during the first semester and at least one shall be scheduled during the second semester but prior to March 15th: at least one review for tenure teachers shall be conducted prior to this date. The performance review shall be based on but not limited to classroom observation.

D. A copy of each performance review shall be submitted to the teacher, signed and dated by the principal or supervisor at the time of the personal interview. In the event that the teacher desires to write a comment in regards to his review he may do so within five school days and have it entered on his review to be placed in his personnel file.

E. All classroom monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

#### ARTICLE XIV - PROTECTION OF TEACHERS

A. The "District" recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. A teacher may exclude from his class a child who, in the teacher's opinion is causing a serious disruption. The teacher should confer with the Principal or Assistant Principal or Counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four hours. The teacher will re-admit the child after some adjustment has been made, or following a conference with at least two of the parties below:

- a. Administrator
- b. Counselor
- c. Visiting Teacher, school psychologist, attendance officer
- d. Parent (s) of the child

The parties concerned shall decide whether the child is to be present at the conference.

Following such a conference one of the following courses of action will be taken:

- a. The child will be suspended by the Principal.
- b. The child will be returned to the class with the understanding that he will correct his behavior.
- c. Depending on the seriousness of the infraction, the child may be returned to class while his case is being referred to one of the Special Services (Visiting Teacher, Psychologist, Attendance Officer).
- d. In case all the teachers who work with a child in regular classes recommend suspension, and the Principal disagrees, the teachers shall address a request to the Superintendent, who shall meet with the Principal and the teachers to determine if the child shall be suspended.

C. Examples of offenses for which teachers may exclude students from class:

- a. Profanity or obscenity
- b. Fighting
- c. Gambling
- d. Possession of tobacco, drugs or alcohol
- e. Class skips
- f. Deliberate and open defiance of authority
- g. Inciting others to violence or disobedience
- h. Possession of pornographic literature
- i. Theft
- j. Vandalism

C. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

#### ARTICLE XV - NEGOTIATION PROCEDURE

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only by mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. Subject to Article I, B, the parties will begin negotiations for additions, deletions or amendments to this agreement covering wages, hours, terms and conditions of employment of teachers employed by the District.

C. Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the Board of Education of the District and with the Association.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals and consider proposals subject only to ultimate ratification.

#### ARTICLE XVI - GRIEVANCE PROCEDURES

A. Definitions:

A "Grievance" shall mean a complaint by a teacher or a group of teachers, based upon an event, conditions, or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy, or that he or they have been treated unfairly or in a manner inconsistent with the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.



An "Aggrieved Person" is the person or persons making the claim.

The term "Days" when used in this section shall, except where otherwise indicated, mean working school days.

The term "Days" shall mean calendar days if the grievance is filed on or about May 15 of the then current school year. The time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

**B. General Principles:**

Nothing herein contained in the terms and conditions of this grievance procedure shall be construed to deny any teacher or the "District" of any rights afforded under the laws of the State of Michigan or the United States of America.

It shall be the purpose of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. The aggrieved may be represented at all meetings and all hearings at all steps and stages of the grievance procedure by the Association. If in the judgment of the Association a grievance affects a group or class of teachers, the Association may process the grievance through all levels of the grievance procedure, or submit such grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure. Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

Failure to file a grievance within the period specified shall bar the filing of the grievance.

It shall be the general practice to process grievance procedures during such time as to not interfere with regularly assigned duties. Provided, however, in the event it is deemed necessary or it is requested as a matter of convenience by the "District" representative to hold proceedings during the regular working hours, a teacher engaged during the school day in negotiating in his own behalf or in the behalf of the Association with any representative of the "District" or participating in any grievance procedure, shall be released from regular duties without loss of salary or any other leave.

Time limits may be extended when mutually agreed upon in writing.

C. Procedure:

Level one:

The teacher with a grievance shall first discuss the matter with his immediate supervisor or principal, whoever is most directly concerned with the particular grievance, either individually, or with, or through the Association's representative, with the objective of resolving the matter informally. The teacher having a complaint is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problem not later than ten school days after the event or occurrence, which is the basis of the complaint, becomes known to him. The immediate supervisor shall make arrangements to hold such meetings within five school days after receipt of the teacher's request.

An administrator having a complaint is expected to bring the matter to the attention of the teacher and request an informal meeting to discuss the problem not later than ten school days after the event or occurrence, which is the basis of the complaint, becomes known to him.

Level Two:

In the event the grievance is not satisfactorily resolved informally within five days, the grievant shall give written notification that the grievance procedure is being invoked. The problem stated in writing shall be submitted as a grievance to the immediate supervisor or principal.

Within five days of the receipt of the written grievance, the immediate supervisor or principal, whichever is most directly concerned, shall state his decision relative to the grievance in writing, together with the supporting reasons for his decision, and furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Association's representative.

Level Three:

In the event the grievance is not satisfactorily resolved at level two, within the five days, and the grievant desires that further action be taken, the grievant shall, within five days, file the grievance with the Association.

The Association shall within seven days make a judgment on the merits of the grievance. If the Association decides that the grievance lacks merit, it shall so notify the grievant and the Association's representative that the matter, insofar as the Association is concerned is closed, based on the interpretation that it is not a violation of contract. If the Association decides that the grievance is a violation of contract, it shall refer such grievance in writing to the Superintendent of Schools. Within ten days after the receipt of the written grievance by the Superintendent of Schools, or his designee, he and/or his representatives shall meet with the "Association" to consider the problem and to resolve it.

In an effort to improve communications the following consideration may be given: if the Association has determined that the issue is not a grievance, however in their opinion the issue does merit special consideration, the standing grievance committee may submit the issue to the Superintendent of Schools and the Board of Education.

Level Four:

If the grievance is not resolved by the Superintendent of Schools, and/or his representatives and the Association within five days of its consideration by them, it shall be referred to the Board of Education.

Within ten days of receipt of the grievance by the Board of Education, the Board of Education or its representatives at the Board's discretion shall meet with the representatives of the Association to discuss and attempt to dispose of the matter.

Level Five:

If the Board of Education or its designees and the Association are unable to agree on a disposition of the grievance, within ten days after such failure to agree, the parties will attempt to resolve the matter through the advisory services of the State Mediation Board.

Outcome:

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

If the discharge of a teacher is upheld, all professional compensation and rights shall be terminated at the time of discharge.



## ARTICLE XVII - STRIKES AND SANCTIONS

The Association will in no way encourage strike action of any type during the life of this Agreement.

## ARTICLE XVIII - PROFESSIONAL STUDY

A. The parties recognize that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. Teachers shall take advantage of the various workshop conferences, etc. designed to improve the quality of instruction.

### B. "Professional Meetings"

"Released Time to Attend Professional Meetings"  
(Board Resolution #327 (2-10-66):

1. One day per year may be allowed each instructional staff member having a special interest in a specific subject area meeting or conference. Such a day may be allowed to attend a conference or meeting involving student groups of which the instructor is an advisor.
2. In case of several meetings of the same department or activity, teachers will attend the meeting nearest this District.
3. Teachers desiring to attend such meetings shall make written application to the building principal not less than one week prior to the meeting date.
4. A brief resume or outline of the sessions attended may be turned in to the building principal not later than one week after the meeting.
5. Requests for payment of expenses incurred by an individual shall be presented to the Board of Education. Bills and an itemized statement shall accompany all such requests. A copy of the report referred to in No. 4 shall be attached to the bills and itemized statement.
6. Annually each building shall be budgeted a specific amount of money for all conference expenses including the cost of substitutes. It shall be the responsibility of the building administrator to manage the funds so allocated.

## ARTICLE XIX - MISCELLANEOUS PROVISIONS

A. The Board shall strive to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call before 7:00 a.m. to report unavailability for duty. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Failure to report unavailability shall result in loss of pay for that day.

B. This Agreement shall supersede any rules and/or regulations of the District which are contrary to or inconsistent with the terms herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to teachers now employed or hereafter employed by the Board. The Board shall furnish copies of the Agreement to the Association for its use.

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 provision or application shall not be deemed valid; but all other provisions or applications shall continue in full force and effect in accordance with this written Agreement.

E. Teachers are normally paid on a twenty-one pay basis. Those, however, who desire, may elect to be paid on a twenty-six pay (12 month) basis. Anyone desiring the extended payment program should notify the payroll office prior to the first pay period. Once the election is made it cannot be changed during that year. If a person terminates his employment with the District he may - upon a three weeks notice, receive the monies due him in a lump sum payment.

F. All reasonable effort will be made to insure an elementary conference period to approximate that at the secondary level.

## ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1969 through August 31, 1970.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education  
Clarenceville School District  
of Oakland and Wayne Counties  
28830 W. Eight Mile Road  
Farmington, Michigan 48024

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

\_\_\_\_\_  
Secretary

Clarenceville Education Association  
20155 Middlebelt Road  
Livonia, Michigan 48152

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SCHEDULE A, PART I

1969-70 SALARY SCHEDULE

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
0	\$ 7400	\$ 7900
1/2	7500	8075
1	7600	8250
1 1/2	7800	8475
2	8000	8700
2 1/2	8200	8925
3	8400	9150
3 1/2	8600	9375
4	8800	9600
4 1/2	9000	9825
5	9200	10,050
5 1/2	9400	10,275
6	9600	10,500
7	10,000	10,950
8	10,400	11,400
9	10,800	11,900
10	11,200	12,400
11	11,700	12,900

1. Consideration may be given for previous teaching or comparable experience up to seven (7) years on the salary schedule. Previous military service may be considered as follows: between one (1) and three (3) years - one step, three (3) years or more - two steps. All experience claimed shall be subject to verification.
2. There shall be an additional amount of \$10.00 for each semester hour of graduate credit up to a maximum of 30 hours (or undergraduate hours taken at the recommendation of the Superintendent of Schools (said recommendation to be in writing). Additional compensation for earned credits shall be computed as of September 1 of each school year. Hours taken to meet any deficiencies for full certification will not be counted.

All graduate semester hours toward an M.A. degree as designated by the granting institution shall be allowed at a rate of \$10.00 per hour. A maximum of 30 graduate semester hours beyond an M.A. degree will be allowed at the same rate.

3. College credit shall be based upon its recognition by a standard college, fully accredited by the North Central Association or the American Association, toward a standard curriculum or degree or as directed by the Superintendent of Schools and shall be in semester hours, as shown by official transcript.

4. No teacher's contract in Michigan is legal in the absence of proper Michigan certificates. Certificate, transcripts of credits, and verified statements of experience must be on file in the office of the Board of Education during the tenure of the teacher.
5. Mileage rate

The following allowances will be paid in accordance with the following schedule:

1 trip per week is \$15.00 per school year  
2 trips per week is \$30.00 per school year  
3 trips per week is \$45.00 per school year  
4 trips per week is \$60.00 per school year

1 trip per day is \$75.00 per school year  
2 trips per day is \$125.00 per school year  
3 or more trips per day is \$175.00 per school year

The definition of a trip is based on one trip being automobile travel from one building to another within one day except between the Junior and Senior High School buildings, as determined by the assigned scheduling. Monetary allowance will become an addition to the contract at the time of the assignment.

6. Should the administration determine an educational need which requires an individual to render temporary services in excess of a teachers duties, the administration will meet with a committee representing the teachers to work out an acceptable remuneration. Should the position be given permanent status at a later date the reimbursement will be set during negotiations as provided elsewhere in the contract.
7. The Board of Education may require each teacher to provide a certificate of condition of health from a reputable physician, which certificate shall be filed by the teacher in the Office of the Superintendent before the teacher shall be permitted to perform any services in the School District for the then current school year. The District may require any personnel to undergo such additional medical examinations during the school year as the District deems necessary. Such additional examinations shall have the right to terminate the services of any personnel whose condition of health may constitute a hazard to themselves as well as personnel or children of the District.
8. All staff members who accept student teachers, shall receive whatever remuneration the district receives from the university for the student teacher.
9. A teacher who has completed a masters degree program which requires a minimum of 60 graduate semester hours, shall receive reimbursement equal to a masters degree plus 30 graduate hours.

## SCHEDULE A, PART II

### EXTRA-CURRICULAR ACTIVITIES

The following activities shall be paid on the indicated percent of the B.A salary base. Thirty dollars per year up to five years shall be added to the base pay for experience in this capacity in our district. Payment shall be in a lump sum upon the completion of the activity. Annual activities shall be paid on a semi annual basis. The district shall review the initial enrollment to determine whether or not there are sufficient numbers to warrant the activity. If, during the course of the activity the enrollment drops below a pre-determined number, the district shall have the right to terminate the activity and pay a pro-rated amount of remuneration. A report form regarding the activity shall accompany the request for payment.

#### Senior High School

Football	Head Coach	12.5
	1st Assistant	9
	2nd Assistant	6
	Junior Varsity	6
	9th Grade	5
	Assistant 9th Grade	4
Cross Country		7
Basketball	Head Coach	12.5
	Assistant	7
	9th Grade	5
Wrestling	Head Coach	10
	Assistant	7
Gymnastics	Head Coach	10
	Assistant	7
	Girls	5
Swimming	Head Coach	10
	Assistant	7
	Girls	5
Baseball	Head Coach	10
	Assistant	7
Track	Head Coach	10
	Assistant	7
Tennis	Head Coach	6



Golf	6
G.A.A. Coordinator	3
G.A.A. - Each seasonal activity	3
Cheerleaders	8
Pep Club	3
Instrumental Music	12
Vocal Music (Jr. & Sr. High)	10
School Paper	3
Yearbook	7
Dramatics Director	7
Assistant Director	4
Musical Director	5
Assistant Director	3
Business Manager	1
Debate	6
Forensics	4

Senior Class - Business Manager 2% of B.A. base  
 Class Sponsor

Senior - 2	2% of B.A. base
Junior - 2	4% of B.A. base
Sophomore - 1	2% of B.A. base
Freshman - 1	2% of B.A. base

Vocational Certification (When teaching in the authorized program) 5% of B.A. base

Guidance Counselor - 5% of B.A. base

Department Heads: Commercial - English - Industrial Arts - Mathematics -  
 Music - Science - Social Studies 6% of B.A. base

Driver Education \$6.00 per hour

Summer School \$6.00 per hour (all teachers)

Substitute \$5.25 per class

Senior High Chaperones - 2 5% of B.A. base

## JUNIOR HIGH SCHOOL

Football - 8th Grade	5
Football - 7th Grade	5
Basketball - 8th Grade	5
Basketball - 7th Grade	5
Gymnastics - boys	5
Gymnastics - girls	4
Track	5
Assistant	4
G. A. A.	7
Assistant	5
Instrumental Music	9
Cheerleaders	4
Journalism - School Paper	4
Drama and Speech	5
Substitute Rate - \$5.25 per class	

## ELEMENTARY SCHOOLS

Music	3
Intramurals	6
Educational Camping Program	2% of B. A. base
Student Council	2% of B. A. base
Safety Patrol	2% of B. A. base
Service Squad	2% of B. A. base