

6/30/68

1967-68

Clare  
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FILE

AGREEMENT  
between the  
CLARE EDUCATION ASSOCIATION  
and the  
CLARE BOARD OF EDUCATION

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

Clare Bd. of Educ.

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

MEA  
1216 Dundale  
E. Law, Mich.  
48823

THE CLARE PUBLIC SCHOOLS  
Clare, Michigan

- 2. No
- 3. 6-30-68
- 4. No
- 5. Yes

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CLARE EDUCATION ASSOCIATION  
AGREEMENT, 1967-1968

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
1967 by and between the Clare Board of Education; Clare, Michigan, hereinafter  
called the "Board", and the Clare Education Association, hereinafter called  
the "Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that pro-  
viding a quality education for the children of the Clare School District is  
their mutual aim and that the character of such education depends predominately  
upon the quality and morale of the teaching service, and

WHEREAS, it is recognized that members of the teaching profession, as a  
result of their professional preparation and interests, have a vital role to  
play in the improvement of educational programs and standards in our community,  
and

WHEREAS, the Board has recognized the Association as the bargaining  
representative for all teachers under contract, counselors and school nurse,  
according to the provisions of Act 379 of the Public Acts of 1965, for purposes  
of collective bargaining in respect to rates of pay, wages, hours of employ-  
ment, or other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they de-  
sire 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 Clare Education Association as the exclusive bargaining representative , as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract including counselors and librarians. Non-certificated school nurses are also included. Supervisory and executive personnel, office, clerical, maintenance and operating employees are specifically excluded.

(a) The term 'teacher' when used hereinafter in this agreement shall refer to all employees in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents.

B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

ARTICLE II

RIGHTS OF THE BOARD

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 or state laws or regulations as they pertain to education.

### ARTICLE III

#### ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the Michigan General School Laws or any other statutes or regulations of the state or federal government. All rights under the Michigan Teacher Tenure Act and the Michigan Public Employment Relations Act are specifically acknowledged.
- B. The Association is acknowledged as a professional organization of educators serving the community and as such is entitled to the same rights and privileges as any community organization regarding the use of school facilities.
- C. The Association shall have the right to reasonable use of teacher bulletin boards in faculty areas to post notices of its activities and other official matters of the Association. The Association may use the district mail service and teacher mail boxes for communications to teachers. All such material must designate the name of the person circulating, or posting it.
- D. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that all such equipment is operated

subject to procedures approved by the respective building principal or Superintendent of Schools. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees to reimburse the Board for any damage to equipment, other than normal wear, entrusted to its use and care.

E. The Board agrees to make available to the Association, at the Administrative office in response to reasonable requests from time to time, all available information when pertinent to collective bargaining purposes after it has been presented to the Board at a regular meeting, or to another governmental agency. When requesting such information, the Association is to specify the information desired and the purpose for which the information is requested. Original records of the Board are to be examined only at the Administrative office in the presence of the Superintendent or his designee. The Association will reimburse the Board for the actual costs incurred in furnishing information, or making records available if requested to do so by the Board.

F. The Board and the Association shall encourage attendance of teachers and the official representatives of the Association at Board meetings in order to maintain an awareness of affairs affecting employee relations. Expression of the views of the Association, or individual teachers, at any Board meeting will be welcomed, provided that the Board reserves the right to table any matter brought before it pending its placement on the agenda at the next regularly scheduled meeting. A copy of the official

agenda of any board meeting will be available to the Association at the Superintendent's office prior to said meeting. A loose leaf notebook containing the minutes of the Board will also be available to the Association's official representatives for use at Board meetings.

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with, or interrupt normal school operations. All such representatives, other than those who are employees of the Clare Public Schools, shall make their presence known to the building principal, or the principal's secretary, upon entering any school building in the district (the same requirement applies to representatives of school agencies, police, salesmen, etc.)
- H. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Association or any other employee organization.

The Association agrees that it shall admit all teachers to its membership without discrimination, by reason of race, creed, color, national origin, sex, marital status, political activities or past participation in the activities of any other employee or employer organization.

I. Each teacher shall have the right upon request to review the contents of his own personal files maintained at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review and shall, in the presence of the teacher's authorized representative, be removed from the file prior to review by the teacher.

#### ARTICLE IV

##### DEDUCTION FOR PROFESSIONAL DUES

- A. Prior to September 15, 1967, teachers may sign and deliver to the Association an assignment authorizing deduction of membership dues and assessments of the Association (including the Michigan Education Association and the National Education Association). These authorizations must be delivered to the Administrative Assistant by September 22, 1967.
- B. These dues shall be divided into three equal payments and deducted from the last regular pay check in September and the first two regular pay checks in October.
- C. The Association may request payroll deduction of additional assessments of the Association at anytime during the school year. The Board may approve such deductions provided an assignment authorizing the deduction of the assessment is signed by each teacher for whom the deduction is requested.
- D. Individual authorization forms shall be furnished by the Association, and when executed, filed by it with the Administrative Assistant.
- E. The right to refund to teachers monies deducted from their salaries under authorizations as described herein shall be solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify

and save harmless the Board for all sums improperly deducted and  
remitted to the teacher organization, plus any costs, including at-  
torneys' fees incurred by the Board in connection therewith.

ARTICLE V

TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. An appropriately furnished room to be used as a faculty lounge.  
(It will be the responsibility of the teachers in each building to determine whether smoking is to be permitted in this lounge).
  2. To the extent practicable, each school is to have provision for well lighted and clean restrooms for teachers.
  3. Telephone facilities, as designated by each building principal, shall be available to teachers for local calls.
- B. Each teacher shall have a desk and file, or cabinet (with space at least equivalent to that in a two drawer file), in which instructional materials and supplies may be stored. The desk and file or cabinet will be in either a classroom, or a designated teacher work and resource area.
- C. Teachers shall cooperate in good housekeeping practices in the above facilities at all times.

## ARTICLE VI

### TEACHING HOURS AND CLASS LOAD

- A. Teachers will report for duty in the morning thirty (30) minutes before the beginning of the pupils' regular school day and shall leave no earlier than fifteen (15) minutes after the close of the pupils' regular school day. Teachers are expected to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled.
- B. The Board accepts in principle the importance of a twenty-five (25) to thirty (30) minute duty-free lunch period for each teacher, emergency situations, or problems due to inclement weather permitting. The Association recognizes the legal responsibility of the Board for the safety and welfare of all school children when they are under school control. Both the Board and the Association regret the lack of cafeteria services for children of the Clare School District and recognize the supervisory problems that the lack of these services present.
- C. Clare High School is a member of the North Central Association of Colleges and Secondary Schools. The Board agrees to continue to follow the policies and criteria of the North Central Association as they relate to teaching hours and class load in the secondary grades.

- D. In the absence of state, or private accreditation for elementary schools, the Board acknowledges the need to establish reasonable teaching hours and class loads for elementary teachers. The Board and the Association recognize that adequate school facilities and small class sizes are desirable to insure high quality education. Under present circumstances a realistic goal for the 1967-68 school year shall be an average of twenty-five (25) or under pupils per class in the kindergarten, thirty (30) or under in the early elementary grades and thirty-five (35) or under for later elementary grades.

Elementary teachers may use time when their classes are receiving instruction from various teaching specialists for organization, planning and preparing their work unless the principal requests that the teacher be with the class for a specific purpose such as the correlation of classroom work with the special subject being taught.

- E. The Board reserves the right to make all final decisions concerning class size.
- F. A teacher may be expected to assume responsibility for no more than one extra-curricular organizational activity which is not part of the extra-pay for extra duty policy.
- G. The Association and the Board agree that some supervisory responsibilities shared among teachers on an equitable basis are necessary at student functions. The principals shall determine at which of these events teachers' attendance is expected and from which teachers may be excused.

H. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:

1. Careful daily preparation.
2. Attendance at staff and professional meetings.
3. Reasonable attendance and participation in activities of the school such as Open House, P.T.A. meetings, and public performances of children in plays, concerts, athletic activities, or other extra-curricular events.

I. Teachers will remain after the end of the school day for staff meetings, vertical coordination meetings, departmental meetings, and any other meetings called by the principals, superintendent, or their representatives. Two days notice will normally be given prior to all meetings called by the administration, except in emergency situations.

## ARTICLE VII

### SPECIAL TEACHING ASSIGNMENTS

- A. Assignments to Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of teacher qualifications, including certification and the needs of the school district. Teachers regularly employed during the school year, if otherwise qualified, will be given preference for these assignments.
- B. In view of the wide variations involved in methods of financing these programs (Adult Education, Driver Education and Summer School), the Association recognizes the need for flexibility in regard to salaries paid to teachers for such instruction. Therefore, payment of teachers for that part of their duties involving such instruction is specifically exempted from provisions of the salary schedule contained in this agreement. The Board will determine salary rates for these special teaching assignments taking into account both available sources of revenue and existing rates for such instruction in the area. Employment in the three programs outlined here is voluntary on the part of the teacher and shall not be a condition of employment during the regular school year.
- C. If a secondary teacher works as a substitute teacher during his conference and preparation period, he shall receive compensation of five dollars (\$5.00) per teaching period. Conference and preparation periods may be used for purposes other than conference and preparation when this is necessary in

the judgement of the principal. Substitute teaching during the conference and preparation period is mandatory for all secondary teachers when requested by the principal.

- D. Provided the Clare Public Schools continue to participate in the Central Michigan University, or other University, sponsored student teaching programs, cooperating teachers will continue to receive remuneration in the amount that the University reimburses the Board for each student teacher in addition to contractual salary. Provision will be made for cooperating teachers to attend student teaching conferences at the University whenever possible in the opinion of the principal and/or the superintendent.

ARTICLE VIII

QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher (other than a nurse) shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, except in an emergency situation. The Association shall be informed of the employment of all non-degree teachers.
- B. The employment of teachers upon special certificates shall be limited to those situations where such employment is deemed to be in the best interest of the school system by the Board (i.e. where in the opinion of the Board, a suitable qualified and fully certificated person is not available for the position).
- C. A teacher (other than a nurse) shall hold a Michigan Teacher's Certificate valid for his work assignment. Failure to have or keep such a certificate shall invalidate the contract of any teacher. The term "shall hold a Michigan Teachers Certificate" shall be interpreted to include those individuals who are employed in the belief that they are eligible for Michigan certification, provided the teacher has made the necessary application to the Michigan Department of Education no-later-than November first of the current school year.
- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

E. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools, or the Board of Education. To the extent possible, all teachers concerned will be consulted prior to changes in assignment, or transfer.

ARTICLE IX

SICK LEAVE

- A. Ten (10) days sick leave shall be given each employee at the beginning of each school year accumulative to seventy (70) days.
- B. Sick leave may be granted for the following reasons:
1. Illness of the employee, or illness or death in the immediate family. Immediate family includes: spouse, children, and any other relative residing in the employee's household.
  2. Death or serious illness of the following; father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, and others at the discretion of the superintendent.
  3. Quarantine of employee or of living quarters.
  4. Catastrophe, which makes it impossible for the employee to report for duty.
- C. Illness of instructional employees, or absence due to adverse conditions which prevent the employee from reaching the school on days when school is not in session, will not result in deductions from accumulated sick leave or pay, provided all duties including the maintenance of records, etc., are completed at the earliest possible date.

D. Each employee shall receive a written statement as to the number of accumulated sick leave days credited to his account twice each year. This statement will be provided within three weeks after the end of each semester.

E. Professional employees will be entitled to personal business leave, chargeable against sick leave, subject to the following limitations:

1. (a) Up to two (2) days per year if the employee has less than five years of teaching experience credit on the salary schedule.

(b) Up to three (3) days per year if the employee has five, or more, and less than ten years of teaching experience credit on the salary schedule.

(c) Up to five (5) days per year if the employee has ten or more years of teaching experience credit on the salary schedule.

2. Personal business, as defined herein, shall mean an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session, or at the conclusion of a working day, or on weekends. Certain types of family obligations (i.e. weddings, births and graduation exercises), legal commitments, religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of personal business leave.

3. Such leaves must be arranged in advance and are subject to the approval of the Superintendent.

F. In the event the Board at any time has reason to believe that a teacher may be abusing the sick leave or personal business leave privileges, it may require proof of illness or evidence of the business exigency.

## ARTICLE X

### ARRANGEMENTS FOR SUBSTITUTE TEACHERS

The Board will attempt to maintain an adequate list of substitutes. Teachers are to call the Administrative Office (386-9945) between seven and seven-thirty a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute teacher. However, the responsibility for providing seating charts and adequate instructions for the substitute remains with the teacher reporting unavailability. If a teacher fails to provide these materials, or fails to report unavailability for work before 7:30 a.m., the administration may recommend and the Board may act to deduct one day's pay from the teacher's salary instead of granting sick leave for the day in question.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

Leaves of absence with pay, and not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. Administration approved visitation of other schools or attendance at conferences, workshops, or institutes of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
2. When attending any function so directed by the administration.
3. When a teacher is called for jury service, provided that the Board will pay only the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he would otherwise have been scheduled to work, further provided that the teacher cooperates with the administration in seeking to be excused from such service.
4. Appearance in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. General Provisions - Unless otherwise indicated, the following provisions shall apply to all extended leaves of absence contained in this article:

1. Requests for extended leaves shall be submitted to the Superintendent in writing. The superintendent shall forward such requests, with his recommendations, to the Board at the next regular meeting following the application.
2. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board (as provided by the Michigan Teachers Tenure Act, as amended).
3. Sick leave days shall not accrue for persons on extended leave, but unused sick leave days held at the start of the leave shall be reinstated.
4. Written notice of intention to either return or resign shall be given to the superintendent of schools by March 1st of the year in which the leave expires.
5. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified (if possible, the teacher will be restored to his former position, or a position of like nature and seniority).

- B. Leave of Absence for Reasons of Health - Any teacher whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay or salary increments for such time as is necessary for a complete recovery, but not to exceed one year unless extended by the Board. Before the teacher returns from such a leave of absence, the Board may require a physician's certificate of good physical and mental health.
- C. Maternity Leave - Leave of absence shall be granted for married women teachers because of pregnancy. The dates of such leave shall be determined on the basis of the desires of the teacher and the needs of the school, provided the teacher is physically able to perform her duties without danger to herself, or unborn child. In cases where there is doubt, a physician's statement may be requested by the Administration. Maternity leave shall be without pay and salary increments shall not accrue.
- D. Leave of Absence Because of Illness in the Immediate Family - A leave of absence without pay or salary increment may be granted for the purpose of caring for a sick member of the teacher's immediate family.
- E. Military Leave - A leave of absence shall be granted a teacher who is involuntarily recalled, inducted, or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the applicable laws of the United States. Regular salary increments shall accrue up to a maximum of two years.

F. Leave of Absence for Study - A teacher who has been on the staff of the Clare Public Schools for a minimum of seven years, and has a record of satisfactory service, shall be eligible for a leave of absence for up to one year for study related to the teacher's licensed field, or his professional growth. The leave shall be without pay, but the regular salary increment shall accrue. The Board may choose to place no more than one teacher on Leave of Absence for Study at one time.

G. Leave of Absence to Participate in Peace Corps, or Exchange Teaching - A teacher who has been on the staff of the Clare Public Schools for a minimum of five years and has a record of satisfactory service shall be eligible to take an assignment in the Peace Corps, or apply for an exchange teaching assignment overseas, or in a foreign country, provided the teacher states his intent to return to the Clare Public Schools for a minimum of one year. Such leaves shall be without pay, but the regular salary increment shall accrue. The Board may elect to place no more than one teacher on leave of absence to participate in these programs at one time.

ARTICLE XIII

RETIREMENT

All teachers must retire on June 30th following their sixty-fifth birthday. In exceptional cases, where retirement would be detrimental to the best interests of the school districts, an employee may be granted one-year extensions of employment for up to, but not exceeding, five years. Such extensions will be granted on the recommendation of the superintendent subject to approval of the Board. Reasons for such extensions will include unavailability of adequate replacements, curriculum demands, need to maintain continuity of programs, or administration, etc. Professional employees granted such extensions will not hold tenure and must be capable of performing assignments without hazard to safety or health of either themselves, or students.

ARTICLE XIV  
TEACHER EVALUATION

- A. Probationary teachers will be evaluated at least two (2) times during each year, and tenure teachers will be evaluated at least once during each year, by their principals. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.
- C. No later than May 1st of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

ARTICLE XV

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the Code of Ethics of the Education Profession (as adopted by the NEA Representative Assembly in Detroit, July, 1963) is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XVI

DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
- B. No teacher shall be disciplined, reprimanded, suspended with or without pay, demoted or discharged, without just cause. Just cause shall include, but not be limited to:
1. Incompetence or inefficiency.
  2. Insubordination against the reasonable rules of the Board.
  3. Disability, mental or physical, as shown by competent medical evidence.
  4. Moral misconduct.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Teacher Tenure Act, just cause shall be determined under that Act.

- C. Discipline of teachers shall be subject to the grievance procedure provided, that in the case of probationary teachers, the Board may give such notices as shall be required or permitted by the Michigan Tenure Act during the pendency of any grievance, and as to teachers on Tenure or continuing contracts, pending grievancies shall be held in abeyance upon the filing of written charges under the Michigan Teacher Tenure Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

## ARTICLE XVII

### TENURE

A. The Board and the Association shall be governed by provisions of the Michigan Teacher Tenure Act, as amended.

B. Each probationary teacher shall be assigned a Tenure Sponsor before the opening of school in September. Provisions regarding the assignment, duties and responsibilities of the Board and the Association regarding Tenure Sponsors are outlined below:

1. Principals will appoint the Tenure Sponsor for each probationer. This appointment shall be made from a list of eligible Sponsor candidates submitted to each building principal by the CEA Tenure Committee no later than June 1st of the previous school year. The list will contain the names of at least one third more qualified Sponsor candidates acceptable to the principal than there are probationers in the building, if possible.
2. The principal shall use his discretion in making Sponsor Assignments. The Sponsor (a tenure teacher) shall be selected from the same department, or from a closely related position, whenever practicable. The principal shall notify both the probationer and the Sponsor of the assignment. Sponsor assignment changes may be made at the request of the Sponsor, probationer, principal or Association's Tenure Committee.

3. A joint meeting of probationers, Sponsors and the Association Tenure Committee shall be convened by each building principal within two weeks after the assignment of Sponsors in the fall. Each Building Principal shall review the methods and schedule for teacher evaluation to be used during the year and provisions of the Michigan Teacher Tenure Act. An Association Tenure Committee representative shall outline the Sponsor's duties and responsibilities.
  4. The principal and probationer will meet at least once each semester, or more often as needed, to discuss evaluations and any other matters of concern. The Sponsor shall attend these meetings at any time his presence is requested by either the principal, or probationer. Additional meetings may be requested by any of the parties concerned.
- C. All teachers shall be notified in writing when placed on continuing tenure.
- D. Each principal shall meet once each year with each tenure teacher on his staff, or more frequently if needed. The purpose of this meeting will be to discuss mutual concerns and to review the evaluation, or evaluations, made during the year.

ARTICLE XVIII

SCHOOL CALENDAR

- A. For the term of this agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association, except that the Board (after consultation with the Association) may schedule additional days of pupil attendance if this becomes necessary to qualify for full state aid under provisions of P.A. 237 (1967). (P.A. 237 requires 180 days of student instruction.)
- B. The Tuesday following Labor Day shall be devoted to pre-opening planning conferences.
- C. Wednesday and Thursday of this week students will be in attendance at the morning session only, so that teachers may have these two afternoons to plan and organize their work, an exception being that kindergarten classes will not meet on these two days.
- D. The first full day of pupil attendance shall be the Friday after Labor Day.
- E. At least one day shall be provided at the end of the first semester and two days at the end of the second semester for the completion of teacher records when pupils shall be excused from attendance.
- F. Pupils will be excused from school no later than 2:30 on the high school examination days at the end of the semester.

ARTICLE XIX

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Schedule B, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.
- B. The Board shall effect a change in salary status for professional personnel during the contractual year when a staff member achieves a Master's degree, or an Educational Specialist's degree, and this salary will be adjusted accordingly at the beginning of the next semester.
- C. A written application for adjustment and the supporting documents required by the paragraph above must be filed with the district before salary adjustments will be made.
- D. Teachers having a given number of years of teaching experience, plus any fraction equal to or more than one-half year of additional experience, will receive the salary allotted for said number of years, plus the full increment allowed for one full year additional experience. Teaching experience shall be interpreted to mean full time teaching under contract, or written agreement, with a public or private school. It shall be the teacher's responsibility to provide written proof of such experience upon request of the Board.

E. In figuring payment, or deduction of days, computation shall be based on the sum of:

1. One hundred and eighty days of scheduled student attendance.
2. Three record days when teachers shall be on duty.
3. One pre-school conference day.
4. Two Michigan Education Association Conference days and one County Institute day.
5. Legal holidays counted for membership purposes (i.e. Thanksgiving, New Years and Memorial Days).

F. Teachers involved in the extra duty assignments set forth in Schedules B-1 and B-2, which are attached to and incorporated in this agreement, shall be compensated in accordance with provisions of this Article and the annexed schedules. These provisions and schedules shall be made a part of individual teacher contracts wherever they apply. The Board reserves the right to add to or subtract from, the list of extra duties for which compensation is provided, and to adjust the amount of compensation for any extra duty during the period of this agreement provided all individual teacher contracts are honored as written. The Association shall be advised of any such additions, deletions and adjustments within thirty days of the date they are made.

G. Type "A" teachers of the Educable Mentally Handicapped may elect to be paid either in accordance with the Salary Schedule outlined in Schedule B of this agreement, or on the 1967-68 Special Education Salary Schedule of

the Clare Intermediate School District. If paid on Schedule "B", type "A" teachers will receive two additional weeks pay at their regular rate for two additional weeks of contracted employment. If paid on the Clare Intermediate School District Salary Schedule, Type "A" teachers will be expected to work two additional weeks as part of their contractual salary.

- H. The Board may continue to employ certificated teachers as study hall supervisors on a full or part time basis at the regular five dollar (\$5.00) per period rate paid secondary teachers to substitute during conference and preparation periods (see Article VII, paragraph D). The Association recognizes the Board's right to enter into contractual agreements with individuals to perform these duties.
- I. The Board may continue to add two-hundred and fifty dollars (\$250.00) to the contractual salaries of all half-time certificated teachers as compensation for attending faculty meetings and performing all extra duties expected of full time teachers.
- J. As specified in Article VII, paragraph B, salaries of individuals engaged in Summer School instruction, Driver Education and Adult Education, are specifically exempted from the terms of this agreement. However, nothing herein shall prohibit the Board from paying certificated personnel at the rates established in Schedule "B" for work performed as a result of extensions of individual teacher contracts.

- K. A new teacher in the Clare Public Schools may be given up to eight years of experience credit on the salary schedule for teaching experience gained outside of the Clare District.
- L. Reimbursement of teacher expenses for authorized job connected travel, and attendance at meetings and conferences, shall be computed in accordance with the Board policies and Administrative Rules in effect at the time the service is performed (copies of the Administrative Rules Governing Reimbursement of Employee Expenses adopted March 13, 1967 are available in the Administrative office, or in either principal's office).
- M. Either party to this agreement may request reopening of salary negotiations during the contract year provided the legislature appropriates additional funds to increase the basic 1967-68 state school aid formula after September 1, 1967.

ARTICLE XX

BOARD SUPPORT OF TEACHERS

- A. The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.
- B. Suspension of students from school may be imposed only by the superintendent, or principal, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, may first be exhausted.
- C. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board, and its agents or required by law. The Association also recognizes that all disciplinary actions and methods invoked by teachers should be reasonable and just, and that disciplinary problems are less likely to occur when classes are well taught and where a high level of student interest is maintained.
- D. It shall be the responsibility of the teacher to report to his principal the name of any student, who in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon

request, provide records or written reports as may be needed to assist in working with these students. The teacher shall, also upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs assistance.

E. A teacher may use such force as is necessary to protect himself from attack, or to prevent injury to another student. Any assault by a child upon a teacher shall be promptly reported by the teacher to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. These requests shall be made in writing to the Superintendent of Schools who will determine whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.

- G. No teacher (other than a nurse) shall be required to administer medication prescribed for a student.
- H. No teacher shall be required to transport any child for any reason.
- I. Complaints by the parent or guardian of a student directed toward a teacher will be called to the attention of the teacher in writing, if considered serious by the appropriate administrator, or if placed into the teacher's personnel file. If any question of a serious breach of professional ethics is involved, the Association shall be notified in writing.

ARTICLE XXI

INSURANCE PROTECTION

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide one hundred and twenty dollars (\$120.00) per teacher to be applied as the teacher desires toward one or more of the following options (if made available by the insuring agent):

1. Blue Cross - Blue Shield health insurance programs.
2. Michigan Education Special Services Association insurance programs as follows:

(a) Hospitalization and major medical for insured and dependents.

(b) Group term life insurance.

(c) Salary protection and loss of time.

(d) Separate major medical (\$500.00 deductible).

3. Group life insurance protection with the New England Mutual Life Insurance Company which shall pay, upon death, to the teacher's designated beneficiary, a sum equal to one-hundred (100) per cent of the previous year's salary.

B. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period commencing \_\_\_\_\_ and ending \_\_\_\_\_. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

In instances where cost of coverage exceeds the amount of the subsidy, the Board shall make provision for the excess to be payroll deductible.

- C. In addition to the above insurance coverage, the Board shall make provision for salary deductions, at no cost to the Board, to enable a teacher to purchase MEA Tax Deferred Annuities through the Michigan Education Special Services Association.

ARTICLE XXII

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 rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. A grievance as defined in paragraph A, above, may be adjusted by informal discussion on the part of the grievant with his principal or immediate supervisor, provided the adjustment is not inconsistent with the terms of this agreement and provided the Association has been given the opportunity to have a representative present.
- C. If a solution is not reached after informal discussion, the grievant may submit a formal grievance in writing, stating the nature of the complaint, the article and section of the master agreement, or the Board rule, order or regulation allegedly violated and the remedy requested. The grievant invoking this formal procedure shall utilize the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association. All formal grievances shall be filed with the principal or other designated Board representative within ten (10) school days after the occurrence, or the grievance shall be considered as waived. If the

grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- D. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Professional Rights and Responsibilities Committee of the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association and the Superintendent.
- E. If the Association is not satisfied with the disposition of the grievance by the principal or his designee, or if no disposition has been made within three (3) school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) school days the superintendent or his designee shall meet with the Professional Rights and Responsibilities Committee of the Association on the grievance. The Superintendent or designee shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association and the officers of the Board.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (eight school days from the date of filing with the Superintendent or his designee, whichever shall be later), the grievance shall be transmitted to the Board by filing a written

copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association and all members of the Administration involved in the grievance.

G. If any teacher for whom a grievance is sustained shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him retroactive to the date of the initial filing of the grievance.

H. 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 part, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ any probationary teacher.

2. The placing of a non-tenure teacher on a third year of probation.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

## ARTICLE XXIII

### MEDIATION

If the Board of Education, the aggrieved teacher and the Clare Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed to the mediation and fact-finding procedures established by Act 379, P.A. 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board, and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned.

ARTICLE XXIV

CONTINUITY OF OPERATION

- A. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.
- B. The Board agrees that it 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.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather and nothing shall require teachers to report for work in such circumstances.

ARTICLE XXV

NEGOTIATION PROCEDURES

- A. Terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is 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. One hundred and twenty (120) days prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-1969 school year.
- 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 both 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.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. No reprisals of any kind will be taken by either party or by any member of the administration against any Association representative or Association member or Board member or Board representative involved in Master Agreement negotiation procedure.

ARTICLE XXVI

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 a 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. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
  
- 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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 5, 1967, and shall continue in effect until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

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

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

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

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

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

By \_\_\_\_\_  
Its Treasurer

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

By \_\_\_\_\_  
Trustee

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

By \_\_\_\_\_  
Trustee

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

By \_\_\_\_\_  
Trustee

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

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Superintendent

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

SCHEDULE A - SCHOOL CALENDAR

Monday, September 4	Labor Day
Tuesday, September 5	Teachers' Meetings - no classes
Wednesday, September 6	Pupils attend one-half day only
Thursday, September 7	Pupils attend one-half day only
Friday, September 8	Full day pupil attendance
Friday, October 20	End of first marking period
Thursday, October 26	Teachers' Institute - no classes
Friday, October 27	Teachers' Institute - no classes
Wednesday, November 22	School closes at noon
Thursday, November 23	Thanksgiving - no school
Friday, November 24	Thanksgiving Recess - no school
Friday, December 1	Second Marking Period Ends
Thursday, December 21	Christmas Recess begins at 3:30 p.m.
Tuesday, January 2	Classes Resume
Wednesday, January 24	Semester Examinations
Thursday, January 25	Semester Examinations
Friday, January 26	Records Day - no classes
February (date to be announced)	County Institute - no classes
Friday, March 8	Fourth Marking Period Ends
Thursday, April 11	Easter Recess begins at 3:30 p.m.
Wednesday, April 17	Classes resume
Friday, April 19	Fifth Marking Period Ends
Thursday, May 30	Memorial Day - no school
Friday, May 31	Memorial Day Recess - no school
Thursday, June 6	Final Examinations - Commencement
Friday, June 7	Final Examinations
Monday, June 10	Records Day - no school
Tuesday, June 11	Records Day - no classes

SCHEDULE B

SALARY SCHEDULE 1967-68

Step	Experience Credit	Index	B.A.	Non-Degree Index	Non-Degree Salary
1	0	1.00	5,800	.90	5,220
2	1	1.03	5,974	.925	5,365
3	2	1.06	6,148	.95	5,510
4	3	1.11	6,438	.975	5,655
5	4	1.16	6,728		
6	5	1.21	7,018		
7	6	1.26	7,308		
8	7	1.305	7,569		
9	8	1.35	7,830		
10	9	1.395	8,091		
11	10	1.44	8,352		

1. Increments are based on \$5,800 beginning salary for teachers with the bachelor's degree.
2. M.A. - \$500 above B.A. on all steps.
3. Ed.S. - \$1,000 above B.A. on all steps.

SCHEDULE B-1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

<u>Title of Position</u>	<u>Per Cent of Salary</u>
Band (2)	10
Yearbook Advisor (1)	3
Student Council (1)	7
Future Homemakers of America (1)	5
Future Farmers of America (1)	5
Director of Guidance and Adult Education (1)	4
Reading Coordinator (1)	3
Debate (1)	4½
Dramatics (For each of two plays) (1 or 2)	2½
High School Vocal Music (1)	5
Senior Class Sponsor (1)	1
Junior Class Sponsor (1)	1

1. Clerical employees, or others, are to be paid from Athletic Board Funds to handle game ticket sales.
2. Riding spectator buses, an unpaid extra duty, has been placed on a strictly volunteer basis, unless this responsibility is included as a part of the job description of one or more of the compensated extra duty positions listed in Schedule B-1 or B-2.

SCHEDULE B-2

ATHLETIC COACHES

<u>Position</u>	<u>Per Cent of Salary</u>
Athletic Director	10
Football	
Head and Varsity Coach	10
Assisant Varsity Coach	6½
Junior Varsity Coach	7
Assisant Junior Varsity Coach	6½
Freshman Coach	5½
Basketball	
Head and Varsity Coach	10
Junior Varsity Coach	7
Freshman Coach	7
7th and 8th Grade Coach	7
Baseball	
Head and Varsity Coach	7
Junior Varsity Coach	5½
Track	
Head Coach	7
Junior High Coach	5½
Golf Coach	4½
Cheerleading	
Varsity and Junior Varsity Coach	1 to 7*

\*Dependent upon the number of cheerleading coaches assigned and their respective responsibilities (exact amounts to be determined during September of 1967).

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

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

School: \_\_\_\_\_ Date of Alleged Violation: \_\_\_\_\_

Initial Date of Filing Written Grievance: \_\_\_\_\_

=====

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

STATEMENT OF THE GRIEVANCE (including article and section of Master Agreement, or Board rule, order or regulation allegedly violated):

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Signature of Grievant (Use space below for additional signature if more than one grievant.)

Date: \_\_\_\_\_

Professional Grievance Report  
Page 2

Principal's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

cc: Superintendent

Association's Disposition:

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President

=====

Superintendent's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

cc: Board President  
Board Secretary

Association Disposition:

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President